

**BACKGROUND:**

We are KBO Fire & Security Limited ("the Supplier"), specialists in security and fire protection. We install and provide maintenance across a variety of the following areas:

- Intruder Alarms
- Fire Alarm and Detection Services
- CCTV
- Access Control
- Remote Monitoring
- Door Entry and Intercom Systems
- Automated Gate Entry
- Safes
- Locksmith Services

The Supplier provides both domestic and commercial coverage.

These Terms and Conditions are the standard terms which apply to the Installation of fire and security systems and maintenance services by KBO Fire & Security Limited ("the Supplier") to commercial and public customers or business to business as commonly called ("B2B"). The Customer is a business.

Please read them carefully and ensure that you understand and agree to them.

A glossary of all technical terms can be found at Schedule 1 for your reference and should be read in conjunction with clause 2 hereunder.

A Scope of Works document can be found at Schedule 2 for your reference which must be read in conjunction with the Terms laid down hereunder at clause 4. A series of Assumptions are detailed under the Scope of Works being those responsibilities the Supplier has assumed the Customer has dealt with.

If you have any questions, please do not hesitate to contact us.

**1. Introduction and Application of Terms and Conditions**

- 1.1 The Supplier is KBO Fire & Security Limited, specialists in fire and security solutions for businesses and consumers. The Supplier is registered in England and Wales under company number 06755639.
- 1.2 The Supplier's registered office is at Unit 10 Stanhope Gate, Stanhope Road, Camberley, Surrey, GU15 3DW which serves as our main trading address and contact.
- 1.3 The Supplier's VAT number is 943 098114.
- 1.4 The Supplier is regulated by National Security Inspectorate – Gold Level (NSI Gold) , British Approvals for Fire Equipment (BAFE), Master Locksmiths Association (MLA), Safe Contractor, Contractors Health and Safety Assessment Scheme (CHAS), Constructionline, Safety Management Advisory Services (SMAS) and members of the Fire Industry Association (FIA).
- 1.5 The Customer can contact the Supplier by telephone at 01276 686865 or by email at sales@kbosecurity.co.uk
- 1.6 These Terms and Conditions are based on the Supplier's relationship with the Customer on a B2B basis.
- 1.7 The Supplier will provide Goods to the Customer in the form of fire and security equipment as defined.
- 1.8 The Supplier will provide Locksmith Services and Products.
- 1.9 The Supplier will install and maintain said Goods.

- 1.10 The Supplier will take over any existing fire or security systems in situ ("Takeover") and carry out any necessary maintenance, upgrade or service.
- 1.11 These Terms and Conditions are based on a 1 or 3 year Contract for service, maintenance, install or Takeover as delineated in the quotation/specification or order.
- 1.12 If the Contract is specified as being for a term of 1 year (12 months), then either party shall be entitled to terminate the Contract on one month's written notice prior to the 12 month anniversary. If the Contract is specified as being for a term of 3 years (36 months) then either party shall be entitled to terminate the Contract on three months' written notice prior to the 36 month anniversary.
- 1.13 The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the quotation/specification or order. Any order, request for installation or maintenance and or any other service by the Customer to the Supplier including the signature of any quotation/specification or order shall be conclusive proof of the Customer's acceptance of these Terms and Conditions.
- 1.14 These Terms and Conditions shall be to the exclusion of any other terms and conditions subject to which any such quotation/specification or order 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:

"B2B"	means commerce between two businesses;
"Business"	means any business, trade, craft or profession;
"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/specification or order;
"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 supply of the Services under these Terms and Conditions;
"Contract Price"	means the price stated in the Contract payable for any Installation of Goods or Services;
"Customer"	means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;
"Delivery Date"	means the date on which the Goods are to be delivered as stipulated in the Customer's order and accepted by the Supplier;
"Goods"	means the System and any instalment of it by the Supplier and parts making up the System. For Intruder and/or fire alarms this includes all control units, electronic detection units, wiring circuits, contacts and all other detection devices and other components that make up the System. System also means closed circuit television, access control and emergency lighting systems, cctv cameras, monitors and control units, access control key pads, card entry equipment, control units, movement detectors, light fittings and all other components and wiring which make up the System which the Supplier is to install and maintain in accordance with these Terms and Conditions;

“Installation”	means those installation works of the Goods as detailed in the quotation/specification or order.
“Locksmith Services and Products”	means assembly and design of locks and keys and ancillary products to include repair, programming and cutting.
“Maintenance”	means maintenance of the Goods;
“Month”	means a calendar month;
“Services”	means the maintenance and servicing to be provided to the Customer as set out in the quotation/specification or order either on a 1 year or 3 year basis;
“Supplier”	means KBO Fire & Security Limited, a company registered in England under 06755639 of Unit 10 Stanhope Gate, Stanhope Road, Camberley, Surrey, GU15 3DW and includes all employees and agents of KBO Fire & Security Limited;
“Takeover”	means any Services provided to the Customer to take over any existing system, install any Goods, upgrade, service and maintain therein.
“UK Data Protection Legislation/GDPR”	means UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 2.2.2 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;
  - 2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
  - 2.2.4 a Schedule is a schedule to these Terms and Conditions; and
  - 2.2.5 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.
  - 2.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 2.3 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.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.

### 3. **Basis of Sale, Service and or Installation**

- 3.1 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.
- 3.2 Sales literature, price lists and other documents issued by the Supplier 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 the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Goods and Services or has accepted an order placed by the Customer by whichever is the earlier of:
  - 3.2.1 the Supplier’s written acceptance;

- 3.2.2 delivery of the Goods;
  - 3.2.3 provision of the Services; or
  - 3.2.4 the Supplier's invoice.
- 3.3 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 the Supplier shall be subject to correction without any liability on the part of the Supplier.

#### 4. **The Installation of Goods and Services**

- 4.1 Installations of Goods and Services shall be made by the Supplier in a good and workmanlike manner with reasonable skill, care and diligence in accordance with accepted industry standards (British Standard Institute) and using suitably qualified personnel.
- 4.2 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.
- 4.3 The specification for the Goods shall be that set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if such variation(s) is/are accepted by the Supplier). The Goods will only be supplied in the minimum units thereof stated in the Supplier's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly
- 4.4 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier. If the Customer requires the Supplier to produce any design drawings, they must allow at least 10 working days for production thereof, or such other time frame as otherwise notified by the Supplier. Any costs attributable to such drawings will be detailed in the quotation/specification or order.
- 4.5 The Supplier 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. The System will be installed in accordance with the relevant British Standard Institute's recommendations (where appropriate) and the Supplier shall produce a call sheet to the Customer detailing the project method executed to install the System.
- 4.6 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier 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 the Supplier as a result of such cancellation.
- 4.7 The Supplier will make all endeavours to complete an Installation on or before a date agreed with the Customer but will not be held liable for any failure to do so on any given day.
- 4.8 The Customer will at all times and at their own expense provide a supply of live electricity, telephone and internet connection facilities to the System, during Installation and commissioning of. The Customer alone is responsible for ensuring all internet speeds are sufficient and high enough to carry and produce high quality images for CCTV purposes.
- 4.9 The Supplier shall be granted access at all times to the Customer site or premises where the Installation is to take place.
- 4.10 Where applicable the Customer will make all applications and obtain all necessary permissions at their own expense for the provision, installation and commissioning of the Goods and Services. The Supplier shall not be held liable for any delay, damage or failure caused or attributable to any third-party telephone/internet provider. Clause 4.11 shall extend to all building control consents and requirements which the Customer must ensure are in place to include all fire safety and evacuation permits.
- 4.11 The Customer will at all times be responsible for the legal processing of data in line with UK Data Protection Legislation and with regards to CCTV in particular will be solely liable for all legal obligations including but not limited to any signage or CCTV policy statement.
- 4.12 All and any CCTV recordings and or footage are the responsibility of the Customer and the Supplier takes no liability for any claims which may arise at any time.
- 4.13 The Supplier recommends that any Goods are insured as part of the property and contents at all times.

- 4.14 Where any cabling is required prior to installation of any Goods and carried out by a third party the Supplier will provide instruction and supervision but all cabling and liability for it rest with the Customer's third party. Any cabling must be tested by the Customer prior to any installation provided by the Supplier. Where at any time any cabling is found to be damaged or the Supplier's work is delayed due to the provision of remedial works, the Supplier reserves the right to raise any additional charges and invoice the Customer accordingly.
- 4.15 Any cabling installed by a third party must terminate at an exact and labelled position to ensure the correct installation of any detector or security device.
- 4.16 The Supplier retains the right to make additional charges for any appointments for installation that the Customer misses. Charges for missed installation appointments are made at £100 and charges for missed service appointments are made at £50. If the Customer is unable to keep an appointment, they must give to the Supplier a minimum of one full working days' notice.
- 4.17 The Customer acknowledges that post installation of the Goods there may be a possible delay while any telecommunication link or renewable telecommunications contract is set up and activated and there is no liability on the Supplier for any delay forthwith.
- 4.18 Where any aspect of the goods comprises a Monitored System and an ARC the Customer acknowledges that they must notify any police authority with regards any aspect of the Goods to include the name and contact details of any key holders. Any deliberation with any police authority to include any policy in force at any time must be complied with by the Customer and is their sole responsibility.
- 4.19 The Customer must notify the Supplier of any structural alteration required to the premises where the installation is to take place or any major movement of any stock that would impair the proper installation of the Goods.
- 4.20 Where the Installation is subject to the provisions of the Construction (Design and Management) Regulations 1994 the Customer warrants to appoint a duly qualified surveyor or planning architect and will either notify the Supplier in writing that we are to act as a principal contractor.
- 4.21 Any variation to any aspect of the Installation must be provided by the Customer in writing. Whilst the Supplier will make all reasonable endeavours to accommodate any variation, they must be reasonable and the Supplier is not bound in any way to do so.
- 4.22 As verified at Schedule 2, the Supplier excludes the following (unless specified otherwise in the quotation/specification or order): any preparation work to include groundworks, building/fabric alteration; any form of civil works for cable ducts, pole bases or barrier bases etc, any TCP/IP network addresses electrical/cable containment; door closures; any work with door closures, power supply and or connections, clearing of any vegetation; light fittings or removal.
- 4.23 The Supplier retains the right to make additional charges in respect of any of the following: any hazards including but not limited to asbestos, additional cabling or any other materials, delays caused by third party contractors hindering the work of the Supplier (to include storage charges and loss of wastage materials and other resources); and any re-set, re-programme, repair or replace prior to completion.
- 4.24 Where on installation the Supplier finds that any particular component or design feature is not particularly suited to the Customer's environment or premises which adversely affects its performance then the Supplier reserves the right to upgrade which could increase the price quoted at the expense of the Customer.
- 4.25 The Supplier will use all reasonable endeavours to ensure that any Locksmith Products match those chosen by the Customer and are consistent throughout however there may be slight variations to the same as a result of differences between photographs, catalogues and or other materials and or minor technical changes that will not impact your use of the Locksmith Product.
- 4.26 The Supplier will ensure that any Locksmith Services are provided with reasonable skill and care and to a reasonable standard which is consistent with best trade practice.

## 5. **The Services and Takeover Conditions**

- 5.1 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with Clauses 6 and 7 provide the Services expressly identified in the quotation specification or order.
- 5.2 The Supplier will use reasonable care and skill to perform the Services identified over either a 1 year period or a 3 year period as stipulated.

- 5.3 The Supplier 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.
- 5.4 In line with clause 4.11 the Supplier shall not be held responsible for any line rental attributable to any telephone/internet provider throughout any maintenance period. Where any such charge is made applicable to the Supplier, they shall be entitled to invoice the Customer and charge an additional ten per cent (inclusive of VAT) of the amount as an administration charge.
- 5.5 Any Maintenance Services provided will not include maintenance or cleaning of any CCTV lens, aperture or monitor. Neither will the Supplier be responsible for any inspection or maintenance of any additional Goods not comprised in the System.
- 5.6 Services shall not include out of hours attendance; additional visits; non-routine call outs and extra charges will be made where these occur. The Customer is also advised to take note of clause 12.4.
- 5.7 Where the Supplier takeovers any existing system ("Takeover") the Customer agrees to provide the Supplier with the following (failure to do so may lead to termination of these Terms & Conditions and or the application of additional costs):
- a. all codes (engineer and master) to operate the existing system without which the Supplier may have to charge additional costs to reprogram the existing system;
  - b. any previous specification or drawings;
  - c. any relevant certificate numbers for any governing body standard system;
  - d. all previous running information to enable a full Takeover (previous security maintenance provider; monitoring station name and details; communicator, accounts; site URN etc
  - e. Where the Customer has requested termination due to moving the maintenance of their system to another NSI approved company, KBO reserves the right to charge for an engineer call out to allow engineering access to the system by the company taking over.

## 6. Price

- 6.1 The price of the Goods and Services shall be the price listed in the Supplier's quotation/specification or order current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.
- 6.2 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (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 the Supplier adequate information or instructions.
- 6.3 The Supplier reserves the right to make any additional charges including but not limited to additional visits to the Customer's premises or out of hours visits which shall be made within 30 days of invoice.
- 6.4 The Supplier reserves the right to make additional charges for any additional work that is required due to the Customer changing their instructions or specifications or supplying incorrect or insufficient instructions.
- 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 the Supplier. Payment shall be made in pound sterling.
- 6.6 The Supplier reserves the right to give to the Customer not less than 5 weeks notice of any increases to the price payable for the Services with such an increase to come into place on the anniversary of the signature of these Terms & Conditions.

## 7. Payment

- 7.1 Subject to any special terms agreed in writing between the Customer and the Supplier (an example of which could be the Supplier invoicing the Customer a month in advance), the Supplier shall invoice the Customer for the price of the Goods and Services on or at any time after delivery of the Goods and/or the Provision of the Services (as applicable).

- 7.2 The Customer shall pay the price of the Goods (less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off) within 30 Business Days of the date of the Supplier's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed to the Customer. 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 the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.
- 7.4 The Supplier is not obliged to accept orders from any customer or buyer who has not supplied the Supplier with references satisfactory to the Supplier. If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further goods or services will be delivered or provided to the Customer other than against cash payment and notwithstanding sub-Clause 7.2 of these conditions, all amounts owing by the Customer to the Supplier shall be immediately payable in cash.
- 7.5 Where the Customer fails to make payment in line with this clause 7, the Supplier shall be entitled without notice to suspend further Installation or Services pending receipt of monies from the Customer and/or in the event of no payment being made within 7 working days of a written demand the Supplier may treat this Contract as being repudiated by the Customer Failure by the Customer to make payment of any sums due to the Supplier in accordance with this Agreement shall also have the consequences as set out in clause 11.2.
- 7.6 The Customer does not have the right to withhold payment of any invoice or other amount due to the Supplier by reason of any right offset-off or counterclaim which they may allege to possess for whatever reason.
- 7.7 The Supplier reserves the right to increase any annual fees for Services where the Customer has signed a 3 year Contract.

## 8. Risk and Retention of Title

- 8.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
- 8.1.1 in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;
- 8.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or
- 8.1.3 in the case of Goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.
- 8.2 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 the Supplier has received in cash or cleared funds payment in full of the price of the Goods.
- 8.3 Until payment has been made to the Supplier 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 the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- 8.4 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 the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.
- 8.5 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 8.3.
- 8.6 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:

- 8.6.1 the Customer commits or permits any material breach of his obligations under these Terms and Conditions;
- 8.6.2 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;
- 8.6.3 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;
- 8.6.4 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.

## 9. **Assignment**

- 9.1 The Supplier may assign the Contract or any part of it to any person, firm or company without the prior consent of the Customer.
- 9.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

## 10. **Problems with the Supplier's Goods and or Services**

- 10.1 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall be subject to and dealt with in accordance with clause 12.
- 10.2 The Supplier 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 to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- 10.3 Where the Customer correctly informs the Supplier of any defects in the Installation and it is rejected in line with clause 12.3 the Supplier agrees to carry out remedial works as soon as is reasonably practicable.
- 10.4 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 the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

## 11. **Cancellation, Customer's Default and Complaints and Feedback**

- 11.1 If the Customer cancels once any Installation and Services has begun the Supplier reserves the right to retain any deposit, a sum to cover any net financial loss suffered by the Supplier for the cancellation and or a sum to cover any works that have been commenced. Where the net financial loss is more than the amount of the deposit (and or if no deposit has been paid) the Supplier shall invoice the Customer for the shortfall.
- 11.2 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
  - 11.2.1 cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;



11.2.1 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 the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and

11.2.2 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 5% 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).

11.3 Clause 11.4 below shall apply if:

11.3.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;

11.3.2 the Customer fails to implement any recommendation made by the Supplier for repair or replacement of any part of the Installation which would allow any systems, equipment or materials contained therein to run smoothly;

11.3.3 the Customer causes the Installation to emit an unreasonable number of false alarms;

11.3.4 the Customer allows any necessary approvals, licences or consent to be withdrawn thereby making it materially more difficult for the Supplier to continue to provide any of the Services;

11.3.5 the Customer allows any damage to the Installation or central station whereby rendering any Services provided by the Supplier as impractical;

11.3.6 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;

11.3.7 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;

11.3.8 the Customer ceases, or threatens to cease, to carry on business; or

11.3.9 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

11.4 If sub-Clause 11.3 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier 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 but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11.5 The Supplier welcomes feedback from the Customer and will always endeavour to ensure that the Customer experience is a positive one. However if the Customer has any cause for complaint they should contact the Supplier immediately via writing, email or phone as stipulated at clause 1.

## 12 Warranty and Liability

12.1 The Supplier shall ensure that it always has in place suitable and valid insurance which shall include public liability insurance.

12.2 The Supplier warrants that the Installation will be of satisfactory quality within the meaning of the Sale of Goods Act 1979. In the event of any defect in the quality, nature or condition of any of the Installation or Goods supplied hereunder and discovered within 12 months of the date the Supplier shall warrant to repair or replace where necessary any of the goods or make good any Installation without charge provided that:

a. The Customer has operated the goods in accordance with the instructions provided by the Supplier;

b. The Customer provides to the Supplier a claim in writing within 28 days of the discovery of any such defect in the Installation or Goods;

12.3 If during provision of its Services hereunder damage to the Goods is caused directly by the negligence of the Supplier its servants or agents, the Supplier shall repair or rectify such damage without charge to the Customer.

12.4 The Supplier shall not accept any liability whatsoever for the following matters cited hereunder and the sole remedy of the Customer will be repair or replacement of any defective materials and or the repeat performance of any Services that were defective;

a. for any damage to the Customer's premises, fixtures or fittings unless it is established

- that the same was caused by the negligence of the Supplier;
  - b. where the Customer resets any of the Goods without the prior knowledge and authority of the communications centre affiliated to the Supplier;
  - c. where the Customer withdraws or modifies any of the police response resources attached to the goods;
  - d. where the Customer fails to receive or act upon a signal transmitted to the Supplier's communication centre from a system other than a intruder alarm system or personal attack device;
  - e. for any out of hours visits;
  - f. for matters ensuing from any power failure, power surge or any other connectivity issue;
  - g. for any damage, cost, loss or other liability arising from any stoppage or failure of the Installation or defects in;
  
- 12.5 The Supplier 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 the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.
- 12.6 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.
- 12.7 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by or arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.
- 12.8 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.
- 12.9 The Supplier 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 the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 12.10 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:
  - 12.10.1 for death or personal injury caused by the Supplier's negligence;
  - 12.10.2 for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
  - 12.10.3 for fraud or fraudulent misrepresentation.
- 12.11 Subject to the remaining provisions of this Clause 12:
  - 12.11.1 the Supplier's 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 Contract Price as defined being the price of Installation of any Goods or Services for the previous 12 month period of the Contract prior to the date of the claim only; and
  - 12.11.2 the Supplier 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.

### **13 Confidentiality**

- 13.1 Each Party undertakes that it shall, at all times during the continuance of the Contract:
  - 13.1.1 keep confidential all Confidential Information;
  - 13.1.2 not disclose any Confidential Information to any other person;
  - 13.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;

- 13.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
  - 13.1.5 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 13.1.1 to 13.1.4 above.
- 13.2 Either Party may:
- 13.2.1 disclose any Confidential Information to:
  - 13.2.2 any sub-contractor or supplier of that Party;
  - 13.2.3 any governmental or other authority or regulatory body; or
  - 13.2.4 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-Clause 13.2.2-13.2.4 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 13, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
  - 13.2.5 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.
- 13.3 The provisions of this Clause 13 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

#### **14 Communications**

- 14.1 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.
- 14.2 Notices shall be deemed to have been duly given:
  - 14.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
  - 14.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
  - 14.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - 14.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 14.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

#### **15 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.

#### **16 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.

## **17 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.

## **18 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.

## **19 UK Data Protection Legislation/GDPR**

All personal information that the Supplier uses will be collected, processed and held in accordance with the UK Data Protection Legislation/GDPR and the Customer's rights under it. For complete details of the Supplier's collection, processing, storage and retention of personal data including but not limited to the purpose for which personal data is used, the legal basis or bases for using it, the Customer's rights and how to exercise them please refer to the Supplier's privacy notice available at <https://kbosecurity.co.uk/privacy-policy/>.

## **20 Relationship of the parties**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

## **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**  
**GLOSSARY OF TERMS**

TERM	DEFINITION
ARC Alarm Receiving Centre	Where the system is monitored, the ARC receives alarm signals and the Customer is notified either via any nominated contact or the police.
Call Out	A home visit by a engineer of the Supplier to diagnose and remedy any faults found within a system.
Maintenance Visit and Services	Maintenance and services of the Goods to be provided by an engineer of the Supplier at your home to test and inspect a system and make any replacements to parts as deemed necessary.
Monitoring	As above these alarm systems have monitoring signals which send signals to an ARC.
NSI Approval	KBO Fire & Security Limited are proud to be an approved member of the NSI (National Security Inspectorate).
Police Response	When any confirmed alarm received by the ARC the police local to your property will be contacted.
Remote Signalling System	Remote Signalling enables you to reset a system if the alarm is triggered accidentally. ARC can provide a special code to enter to avoid an unnecessary call out.
URN	Unique Reference Number being a one off code allocated by the police to a specific property for a fee (if this system is chosen). It pinpoints the exact location of the property in question.

**SCHEDULE 2**

**(a) SCOPE OF WORKS AND (b) ASSUMPTIONS OF THE SUPPLIER**

SUPPLIER DELIVERABLES VIA INSTALLATION AND SERVICES	CUSTOMER DELIVERABLES
Installation	To maintain contents insurance. The Supplier's NSI approval contains a proviso that it carries liability to cover any damage in the event that one of the employees of the Supplier is negligent HOWEVER the Customer should ensure that during any Installation or Services any valuables or sensitive or vulnerable possessions are stored safely away.
Commissioning of all supplied goods and software	Ensure that there is a minimum of 240V electrical power supply in situ adjacent to the security equipment and presented as un-switched fused spurs.
Design	BT lines or any similar telephone lines provided by a third party supplier must be: <ul style="list-style-type: none"> <li>▪ a normal analogue telephone point;</li> <li>▪ Installed between the incoming point into the property and the intruder alarm system control panel;</li> <li>▪ made live prior to the Supplier connecting to the remote signalling system.</li> </ul>
Once Installation complete any training and/or provision of information to operate any of the goods installed	Telephone lines and numbers to any BT Redcare Classic or BT Redcare GSM signalling system must be provided by British Telecom unless documentary evidence can be provided that any other telephone network provider's lines will operate with the system.

ASSUMPTION	DETAIL
Installation Timing and Planning	The Customer shall provide the Supplier with 10 working days' notice of a commencement date for Installation
Third Party Contractors	Groundworks unless otherwise agreed between the parties
Fixed Cabling	If the system requires in the first instance any fix cable installation this shall be carried out by the Customer's appointed electrical contractor to include the provision of all cabling. The Supplier will supervise where necessary and can provide instruction, drawings and or cable schedules if required.
Cable Testing	To be carried out by the Customer's appointed electrical contractor prior to any second fix work to be carried out by the Supplier. Where any cables are found to be damaged by the Supplier and works are delayed the Supplier reserves the right to make additional charges to the Customer.
Cable Termination	All cables must terminate at the exact location for each detector or security device.
Telephone Line	Where any CCTV system is monitored over the internet the telephone connection must be a high-speed broadband connection to enable the highest quality to pervade.
Design	Any design or drawings to be provided by the Supplier will require two working weeks' notice to produce. Where insufficient time is given causing any delay the Supplier reserves the right to make additional charges to the Customer.
Cabling	Generally, the cabling quoted will be sufficient for the installation, however should this allocation be exceeded a cost per 100m drum will be made chargeable to the Customer. The Supplier makes the assumption that any existing cabling in situ will be fit for purpose and reserves the right to make additional charges where it is not.