

**CHUBB FIRE & SECURITY LIMITED TERMS AND CONDITIONS FOR FIRE AND SECURITY SERVICES
(MULTISITE TABLET AND SECURITY PROPOSAL) - v.7 – JAN 2025**

TERMS AND CONDITIONS

The Customer agrees that the liability of the Company under this Agreement is limited in accordance with clause 5 (Limits on the Company's Liability) and that the liquidated and ascertained damages described in clause 10 (Compensation to the Company for Early Termination) shall be paid to the Company for early termination of this Agreement.

Information provided to credit reference agencies. In order to process an Agreement, the Company will supply information including a Customer's personal information to credit reference agencies ("CRAs") and they will give the Company information about a Customer, such as about financial history. The Company does this to assess creditworthiness and product suitability, check identity, manage a Customer's account, trace and recover debts and prevent criminal activity. The Company will also continue to exchange information about a Customer with CRAs on an ongoing basis, including about settled accounts and any debts not fully repaid on time. CRAs will share that information with other organisations. The identity of the current CRA, and the ways in which it uses and shares your personal information, is maintained on our sub-processor schedule and further details can be provided on request.

A. GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions all terms and expressions using the singular shall include the plural and vice-versa where the context requires. The defined terms used in these Terms and Conditions are set out below:

1.1 Access Control System: means the access control system at a Site as described in the Agreement.
1.2 Additional Charge: means an additional charge described in and calculated in accordance with this Agreement, or any other additional charge agreed between the Company and the Customer.
1.3 Agreement: means the agreement between the Company and the Customer comprising: the Proposal, the Order Acknowledgement, if applicable the agreement called "Agreement" in the Proposal document, the Customer Proposal Acceptance Email, these Terms and Conditions, the Specification, the keyholder information form, and the "SMC Administrative and Operational Booklet" as updated from time to time. If the Customer is a Consumer that has selected the FX Plus Rental Service the Customer will be provided with pdfs of the Proposal document signed by both parties and the Terms and Conditions.
1.4 Annual Charge: means the Annual Charge specified in the Agreement for the selected Maintenance Service and/or Monitoring Service.
1.5 Annual FX Rental Charge: means the Annual FX Rental Charge specified in the Agreement (as adjusted from time to time in accordance with the Agreement) for rented portable fire extinguishers in return for which the Company hires out the fire extinguishers to the Customer and maintains them in accordance with this Agreement.
1.6 Appropriate Authority: means the local police authority, fire authority and/or local authority as set out in the Agreement.
1.7 Attendance Charge: means in relation to the FX Essential or the FX Premier Maintenance Service the Company's current standard minimum attendance charge for a planned visit or Call Out.
1.8 Call Out: means an unplanned maintenance visit requested by the Customer.
1.9 Call Out Charge: means the Charge for a Call Out calculated in accordance with the Agreement.
1.10 CCTV: means closed circuit television.
1.11 CCTV System: means the CCTV system at a Site as described in the Agreement.
1.12 Charge: means a charge, cost or rate described or specified in the Agreement and as adjusted from time to time in accordance with the Agreement.
1.13 Chosen Keyholder: means any person specified in the keyholder information form to be contacted by the Communications Centre.
1.14 ChubbView Cloud is described in the Specification and allows the Customer to download an application to receive on their smartphone or tablet / computer motion alerts and view real time images from the Customer's CCTV cameras.
1.15 ChubbView Cloud Service means the service described in clause 15.15.
1.16 Commissioning: means the final connection and testing of the System by the Company to check that it is working properly.
1.17 Communications Centre: means the place where alarm signals from the System are sent for monitoring.
1.18 Communications Link: means the communications system operated by one or more of the Service Providers for sending alarm signals between the System and the Communications Centre, or if push notification or CCTV image access is used between the System and the Customer's smart phone.
1.19 Company: means Chubb Fire & Security Limited.
1.20 Customer: means the party identified in the Agreement as the customer.
1.21 Customer Owned Portable Fire Extinguisher: means the Customer owned portable fire extinguishers at the Site, the number of them and details of them are included in the Agreement.
1.22 Customer Proposal Acceptance Email: means the email sent by the Customer to the Company accepting the Proposal sent in relation to a multi-site Agreement: this Customer Proposal Acceptance Email does not include an email from the Customer that includes a signed Proposal.

1.23 Emergency Lights System: means the system of emergency lights at the Site indicating escape routes in the event of fire.
1.24 Essential ServiceCheck CCTV: means the essential ServiceCheck CCTV service described in clause 13.4.2.
1.25 Extension Charge: means the charge set out in the Agreement.
1.26 Extension Date: means the date shown in the Handover Certificate.
1.27 Extension Date: means the extension of a System by the Company at a Site for the Customer and is described in clause 18 below.
1.28 Extension Service: means the extension by the Company of a System at a Site for the Customer and is described in clause 18 below.
1.29 Fire 360 Service: means the package of Services provided under the Agreement and selected and described as the Fire 360 Service, and comprising some or all of the following: the portable fire extinguishers Maintenance Service (described in clause 14), the comprehensive Maintenance Service (described in clause 13), the Emergency Lights System Maintenance Service (described in clause 13.6), Fire Consultancy Service (described in clause 17), and Fire Safety Training Service (described in clause 17). The Minimum Term will be either 3 years or 5 years as selected in the Agreement and the selected Minimum Term will apply to each of the package of Services (other than the Fire Consultancy Service, and/or the Fire Safety Training Service which may be different as specifically stated in the Agreement), provided under the Fire 360 Service.
1.30 Fire 360 FX Plus Rental Service: means the package of Services provided under the Agreement and selected and described as the Fire 360 FX Plus Rental Service, and comprising the following: the FX Plus Rental Service (described in clause 16), one or more of, Fire Detection & Alarm System Maintenance Service (described in clause 13), Emergency Lights System Maintenance Service (described in clause 13.6), Fire Consultancy Service (described in clause 17), and/or Fire Safety Training Service (described in clause 17). The Minimum Term will be either 3 years or 5 years as selected in the Agreement and the selected Minimum Term will apply to each of the package of Services (other than the Fire Consultancy Service, and/or Fire Safety Training Service which may be different as specifically stated in the Agreement), provided under the Fire 360 Plus Rental Service.
1.31 Fire Consultancy Service: means the fire risk assessment Service described in clause 17.1.
1.32 Fire Detection & Alarm System: means the fire detection and alarm system at the Site as described in the Agreement.
1.33 Fire Safety Training Service: means the fire safety training Service described in clause 17.2.
1.34 FX Essential Maintenance Service: means the FX Essential Maintenance Service selected in the Agreement and described in clause 14.
1.35 FX Plus Rental Service: means the fire extinguisher rental and maintenance Service described in clause 16.
1.36 FX Premier Maintenance Service: means the FX Premier Maintenance Service selected in the Agreement and described in clause 14.
1.37 Gold Maintenance Service: means the Gold Maintenance Service selected in the Agreement from the options Gold Maintenance Service 1- 4 described in clause 14.
1.38 Handover Certificate: means the certificate described in clause 18.2 which we give to you when the Company completes the installation or extension of the System.
1.39 Improper Use: means using fire extinguishers or fire blankets for the wrong reason. The Company shall at its sole discretion determine improper use, which includes horseplay where there is no genuine reason to expect a fire to occur, using the fire extinguisher or fire blanket on spillages or as a door stop.
1.40 Installation Charge: means the charge set out in the Agreement.
1.41 Installation Date: means the date shown in the Handover Certificate.
1.42 Installation Service: means the installation by the Company of a System at a Site for the Customer and is described in clause 18 below.
1.43 Intruder 360 Installation Service: means the package of Services provided under the Agreement and selected and described as the Intruder 360 Installation Service, and comprising the following: the Installation Service and/or the Extension Service; the comprehensive Maintenance Service (described in clause 13); the Monitoring Service selected for the System in the Agreement (described in clause 15), optional Keyholder Care Service (described in clause 15.12), and optional Fire Detection and Alarm System Monitoring Service (described in clause 15). The package of Services (other than the supply, installation, extension and Commissioning of the System), provided under the Intruder 360 Installation Service each have a Minimum Term of 3 years.
1.44 Intruder Alarm System: means the intruder alarm system at a Site as described in the Agreement.
1.45 Keyholder Care Service: means the keyholder care services described in clause 15.12.
1.46 Keyholder Only Response: means the Service described in clause 15.14 for the monitoring of fire alarm signals.
1.47 Maintenance Charge: means the Maintenance Charge specified in the Agreement for the Maintenance Service for the System described in the Agreement.
1.48 Maintenance Service: the Maintenance Service selected under the Agreement for the System and described in clause 13. The Maintenance Service provided for Rental Fire Extinguishers is described in clause 16.
1.49 Minimum Maintenance Charge: is the Charge for the annual planned maintenance visit under the FX Essential or the FX Premier Maintenance Service calculated in accordance with clause 14 and may be adjusted in accordance with that clause and this Agreement.
1.50 Minimum Term: means the Minimum Term of the Agreement specified in the Agreement (Acknowledgement Email and/or Proposal). The Minimum Term is determined by the Service selected and therefore there may be different Minimum Terms depending on the range of Services selected under the Agreement.
Fire Systems: <ul style="list-style-type: none"> • The FX Plus Rental Service has a Minimum Term of 3 years or 5 years as selected in the Agreement, beginning on the date the rental equipment is received (receipted using signed, dated work order ticket). • The FX Essential Maintenance Service, and the FX Premier Maintenance Service have a Minimum Term of 2 years beginning on the Order Date. • The Fire 360 FX Plus Rental Service has a Minimum Term of 3 years or 5 years as selected in the Agreement, beginning on the Order Date. • The Emergency Lighting Maintenance Service has a Minimum Term of 3 years beginning on the Order Date.

- The Fire Detection and Alarm System Maintenance Service has a Minimum Term of 3 years beginning on the Order Date.
- The Fire Detection and Alarm System Monitoring Service has a Minimum Term of 3 years beginning on the date that the System is connected to the Communications Centre.
- If **both** the Maintenance Service and the Monitoring Service are selected for a Fire Detection and Alarm System the Minimum Term will begin on the date the System is connected to the Communications Centre.
- The Fire 360 Service has a Minimum Term of 3 years or 5 years as selected in the Agreement, beginning on the Order Date.
- The Fire Consultancy Service and the Fire Safety Training Service whether selected as part of a package of other Services under this Agreement or selected as a standalone Service or Services will have a Minimum Term specified in the Agreement (which in a package of Services may be different from the Minimum Term applicable to the other Services).

Security Systems:

- The Maintenance Service for Access Control, CCTV System and/or Intruder Alarm System has a Minimum Term of 3 years. The Minimum Term begins on the Order Date.
- If the Monitoring Service alone is selected for a security System it has a Minimum Term of 3 years beginning on the date that the System is connected to the Communications Centre.
- If **both** the Maintenance Service and the Monitoring Service are selected for an Access Control System and/or an Intruder Alarm System, the Minimum Term will be that of the type of Maintenance Service selected, beginning on the date the System is connected to the Communications Centre.
- The Intruder 360 Installation Service has a Minimum Term of 3 years beginning from the handover date stated in the Handover Certificate.
- The ChubbView Cloud Service has a Minimum Term of 3 years.

1.51 Monitoring Charge: means the Monitoring Charge specified in the Agreement for the Monitoring Service for the System selected in the Agreement.

1.52 Monitoring Service: means the Monitoring Service selected for the System in the Agreement and described in clause 15.

1.53 Monthly Charge: means the Monthly Charge specified in the Agreement for the specified Maintenance Service and/or Monitoring Service.

1.54 Monthly FX Rental Charge: means the monthly rental charge specified in the Agreement for rented portable fire extinguishers in return for which the Company hires out the fire extinguishers to the Customer and maintains them in accordance with the Agreement.

1.55 Normal Working Hours: means 09:00 to 17:00 from Monday to Friday excluding public holidays in the country where the Site is located.

1.56 Order Acknowledgment: means the order acknowledgement sent by the Company to the Customer by email or by post confirming the Agreement.

1.57 Order Date: means the date the Customer signed and returned by email the Proposal document, or in relation to a multi-site Agreement the date the Customer accepted the Proposal by Customer Proposal Acceptance Email.

1.58 Premier ServiceCheck CCTV: means the premier ServiceCheck CCTV Service described in clause 13.4.3.

1.59 Proposal: means the document labelled "Proposal" sent to the Customer by Chubb using email.

1.60 Rental Fire Extinguisher: means a fire extinguisher owned by the Company and rented by the Customer at the Site, the number and details of the fire extinguishers are included in the Agreement.

1.61 Service: means one or more of the Extension Service, Fire Consultancy Service, Fire Safety Training Service, FX Essential Maintenance Service, FX Premier Maintenance Service, FX Plus Rental Service, Installation Service, Maintenance Service, Monitoring Service, Temperature Monitoring Equipment Service, and/or Keyholder Only Response Service. The Agreement will state which Service is being provided for which System.

1.62 Service Provider: means the telecommunications network, systems, link, line or internet protocol service provider that provides the Communications Link.

1.63 ServiceCheck CCTV: means the Essential ServiceCheck CCTV Service and the Premier ServiceCheck CCTV Service described in clause 13.4.

1.64 Site: means the site or sites identified in the Agreement where the System, and/or where the Company provides one or more of the Services.

1.65 SMC Administrative and Operational Booklet: Means the document entitled "SMC Administrative and Operational Booklet" at <https://www.smc-net.co.uk/en/uk/about/quality/> This will be updated from time to time, therefore the Customer should review it at reasonable intervals.

1.66 Specification: means the document called the "Specification" provided to the Customer. These terms and conditions take precedence over any statement in the Specification.

1.67 System: means one or more of an Access Control System, CCTV System, Intruder Alarm System, Emergency Lights System, Fire Detection & Alarm System, Customer Owned Portable Fire Extinguishers, Rental Fire Extinguishers, fire blankets and/or Temperature Monitoring Equipment. The Agreement will state which Service is being provided for which System.

1.68 Temperature Monitoring Equipment: means the temperature monitoring equipment supplied by the Company, at a Site and described in the Agreement. The equipment may be hand-held and/or a camera system.

1.69 Temperature Monitoring Equipment Service: means the temperature monitoring equipment supplied by us to the premises and described in the **specification**. The equipment may be hand-held and/or a camera system. The basis on which the equipment is supplied is described in clause 12.14 below.

1.70 Terms and Conditions: means these terms and conditions.

1.71 Unit Cost: means in relation to the FX Essential or the FX Premier Maintenance Service the Company's current standard unit cost charge.

1.72 UltraSync: is the secured cloud signalling device described in the Agreement.

2. CARRYING OUT THE WORK

2.1 Services

The Company will provide the Services selected in the Agreement in accordance with the Agreement.

2.2 Taking over a System

2.2.1 The Company will complete an inspection at the first Site visit to verify that an existing System is compliant with applicable British standards and Codes of Practice and not obsolete. If the Company believes that the System requires any alterations, modifications or upgrades the Company will provide a proposal to carry out the works required. If the Customer does not agree to the proposed works then this Agreement will come to an end. The Company will take over the System within a reasonable time of the date of this Agreement or as agreed in writing.

2.2.2 In the event of a transfer of this Agreement to another NSI-approved provider, the Company will facilitate the process in accordance with NSI standards by attending the Customer's site to reset the system access codes to default, enabling the new provider to assume maintenance responsibilities. The Customer must provide all necessary access to the premises, systems, and equipment, including arranging any required authorisations or permissions. Upon receiving a formal written request, the Company will coordinate with the Customer to arrange a site visit and complete the System handover within 14 business days. Costs for facilitating access will be charged as follows: (i) a specific quotation will be provided upon request, or (ii) costs will be charged at our non-contracted hourly rate plus applicable travel expenses, with details of current rates available upon request. The Customer agrees to ensure the Equipment is in a state suitable for handover and provide timely access, with any delays caused by lack of access or other factors within the Customer's control potentially resulting in additional charges.

2.3 Normal working hours

In relation to the Maintenance Service the Company will generally carry out its work during Normal Working Hours. The Company can make an Additional Charge based on the Company's current premium rate charge for work carried out outside Normal Working Hours.

2.4. Standard of work

The Company shall carry out any work (including any design work) under the Agreement using reasonable skill, care and diligence in accordance with good industry practice and applicable British Standards and Codes of Practice.

Routine Maintenance Service visits for an Access Control System, CCTV System and/or Intruder Alarm System will be carried out in accordance with the relevant standards or NSI (National Security Inspectorate) Codes of Practice.

2.5. Working conditions

2.5.1. The Charges under the Agreement are conditional on the following:

- 2.5.1.1. the Company being able to carry out work at a Site during Normal Working Hours, unless the Agreement provides otherwise,
- 2.5.1.2. the Company having unhindered access to the areas of a Site where work is to be carried out, and,
- 2.5.1.3. the Company being able to carry out its work, including training, at a Site or elsewhere free from delay and disruption caused by the Customer, the Customer's customers, or any agent, company, partnership or person employed by the Customer.

2.5.2. If any of the conditions set out above are not met and the Company incurs additional costs as a result the Company may increase its Charges to meet those additional costs.

2.7.2. The Company will repair faults or replace faulty equipment in the System of which the Company is notified within 90 days from the Installation Date or Extension Date.

For a further period of nine months the Company will repair or replace faulty equipment returned to the Company. The Company will not charge the Customer if the faults are caused by, faulty materials supplied by the Company, the Company's workmanship, or if the System does not meet the Specification.

If the System has become faulty for any other reason, such as accidental damage, or the Customer or the Customer's employees or agents have not been using it properly, or not servicing or maintaining it according to the operating instructions, or the relevant British Standards or industry codes of practice, including where applicable the National Security Inspectorate (NSI) codes of practice, then the warranty will not cover these faults. This warranty does not affect the Customer's legal rights if the System is for private use.

3. PAYMENT

2.6. Variations

The Company can make an Additional Charge if we alter the Specification at the Customer's verbal or written request, or if there are delays or interruptions caused by the Customer, the Customer's employees, agents, customers or other trades while the Company is testing, Commissioning or maintaining the System or providing training.

2.7. Warranty period and warranty

2.7.1. The warranty period for the Company's labour and equipment is for a period of 90 days from the supply date, Installation Date or Extension Date. The Company will warrant equipment only for a further period of nine months.

3.1. Payment and Value Added Tax

3.1.1. All Charges specified in the Agreement or calculated under the Agreement shall be payable by the Customer to the Company in accordance with the Agreement without set-off, counterclaim, deduction or withholding and shall be payable with the addition of Value Added Tax at the current rate.

3.1.2. The Customer shall pay the Charges described in the Agreement when they are due for the Service or Services provided under the Agreement by direct debit or on being invoiced.

3.1.3. If payment by direct debit is selected in the Agreement the applicable Charge will be debited in advance from the Customer's account in accordance with the direct debit payment timing and terms agreed.

3.1.4. The Charge for the Monitoring Service will be calculated from the connection date of the applicable System to the Communications Centre.

3.1.5. The Company may invoice or directly debit the Customer separately for Charges relating to different disciplines, Services or the supply of Goods under this Agreement.

3.1.6. All invoices must be paid by the due date specified in the Company's invoice.

3.1.7. An initial Annual Charge payment in advance must be paid by the due date specified in the Company's invoice. The Company may subsequently agree in writing that the Annual Charge payment in advance shall be paid by direct debit.

3.1.8. Where permitted by law, the Company shall be entitled to set-off any amounts due to the Customer against any amounts owed to the Company by the Customer by way of liability whether present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set-off are expressed in different currencies, the Company may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Company of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

3.2.1. Change of specification: The Company can vary its Charges or make an Additional Charge if the Company alters the specification of the System at the Customer's verbal or written request, or if there are delays or interruptions caused by the Customer, its employees, agents, customers or other trades while the Company is providing the Maintenance Service for the System or providing training.

3.2.2. Change to Charges after 12 months: Subject to the exceptions set out in clause 3.2.2.3 below the Company may change the Charges set out in the Agreement for any Service at any time after the first anniversary of the commencement of the Minimum Term, unless the Proposal expressly states otherwise, or the following Services have been selected in which case the change to the Charges will be as described:

3.2. Changes to Charges

3.2.2.1. If the comprehensive Maintenance Service for Access Control, CCTV System and/or Intruder Alarm System is selected the Company may change the Charges for that Service as set out in the Agreement at any time after the second anniversary of the commencement of the Minimum Term.

3.2.2.2. If the FX Essential Maintenance Service, and/or the FX Premier Maintenance Service are/is selected the Company may change the Charges for the Service or Services as set out in the Agreement at any time after the second anniversary of the commencement of the Minimum Term.

3.2.2.3. If the Service is being provided as part of the package of Services selected and described as:

- Intruder 360 Installation Service,
- FX Plus Rental Service,
- Fire 360 Service, or,
- Fire 360 FX Plus Rental Service,

then the Company may change the Charges for that Service as set out in the Agreement at any time after the expiry of the Minimum Term.

The revised Charges will be notified to the Customer in writing together with the date from which the Charges will apply.

3.2.3. Changes to Charges due to change in law: The Company may revise its Charges at any time to compensate it for any additional costs incurred as a result of a change in any applicable law, British Standard or regulation after the Order Date in the Agreement that affects the Company's performance of the Agreement. The revised Charges will be notified to the Customer.

3.2.4. Extension of System: If the Company provides a Maintenance Service and/or Monitoring Service for the System and the System is extended by the Company or another party the System will be larger and accordingly the Customer must pay to the Company an increased Annual Charge or increased Monthly Charge for the period from the Extension Date to the end of this Agreement. The Company will work out this amount fairly.

3.3. Late payment

If the Customer fails to pay an invoice under this agreement by the due date referenced on the invoice then without prejudice to any other remedy that the Company may have under this agreement the Company may claim interest, costs and compensation on all overdue debt in accordance with the Late Payment of Commercial Debt (Interest) Act 1998 (as amended by subsequent regulations) ("the LPCD") where applicable; or, where the Company is not entitled to make a claim under the LPCD the Company reserves the right to claim simple interest at a rate of 8%.

4. ADDITIONAL CHARGES

4.1. Payment

4.1.1. The Customer must pay any Additional Charge due under this Agreement without set-off, counterclaim, deduction or withholding either by the due date specified in the Company's invoice, or by direct debit.

4.1.2. If a Monthly Charge with payment by direct debit is selected in the Agreement payment of an Additional Charge shall be by direct debit.

4.1.3. If an Annual Charge payment in advance is selected in the Agreement payment of an Additional Charge shall be by the due date in the Company's invoice, or by direct debit if payment by direct debit of an Annual Charge was agreed in writing in accordance with clause 3.1.7.

4.2. Calculation of Additional Charge

Unless the calculation is expressly described otherwise in this Agreement an Additional Charge shall be calculated on the basis of the Company's current charges as applicable for Call Out, travel and attendance, the current cost of materials, components, spares and parts used and the current labour cost for the time the Company spends working on the System at the Site.

4.3. Additional Charges

The Company shall make an Additional Charge in accordance with this Agreement and including the following:

4.3.1. if the Company has to carry out work to meet new conditions set by an Appropriate Authority or the Service Provider; or because of any fault in any equipment, system and/or connection of the relevant Communications Link provider;

4.3.2. to carry out work which arises from circumstances beyond the Company's control including but not limited to repairing, or trying to repair any damage (including accidental or malicious damage) to a System, its component parts and/or any related material;

4.3.3. for resetting the System after it has not been used properly, or to reset a System after misoperation by the Customer, or the Customer's employees, agents, the Customer's customers or licencees, or tradesmen or other companies employed by the Customer;

4.3.4. to replace a stolen System, its component parts and/or any related materials;

4.3.5. for work that is not covered by the Annual Charge or Monthly Charge for the Maintenance Service and/or Monitoring Service or the Call Out Charge in accordance with this Agreement; or,

4.3.6. for wasted attendance because the Customer does not allow the Company to carry out its obligations in accordance with this Agreement.

5. LIMITS ON THE COMPANY'S LIABILITY

5.1. Implied terms

All warranties, conditions and other terms implied by statute or applicable law are, to the fullest extent permitted by law, excluded from this Agreement.

5.2. No limit on liability

Neither the Company nor the Customer limits its liability for: death or personal injury caused by its negligence, or that of its employees, agents or subcontractors, or, fraud by it or its employees, or, breach of any obligation as to title implied by statute, or, any other act or omission, liability for which may not be limited under applicable law.

5.3. Exclusion of liability for loss of profits, indirect and consequential loss

The Company shall not be liable for any loss of profit, or for any indirect or consequential loss, damage or liability, howsoever arising including but not limited to any special loss or economic loss, loss of revenue, loss of opportunity and loss of capital.

5.4. Limit on liability

5.4.1. Subject to clause 5.4.2 and clause 5.4.3 below and save for where liability cannot be limited at law the total aggregate liability of the Company for direct loss or damage under this Agreement, whether in contract, tort (including negligence) or otherwise shall be limited in any event to an amount up to £50,000, and any legal costs incurred by the Customer in pursuing a claim or proceedings against the Company (whether or not awarded by the Courts) shall be covered by this limit.

5.4.2. In relation to the ChubbView Cloud Service the Company shall limit the amount the Company must pay to the Customer to a sum up to twenty times the total of the Charges payable under the Agreement in the year the damage or loss is suffered, or £50,000, whichever is the lesser, for any claim arising out of one event or series of connected events.

5.4.3. In relation to the supply of Temperature Monitoring Equipment the Company shall limit the amount we must pay to the Customer to a sum up to twenty times the cost of the Temperature Monitoring Equipment supplied under this Agreement, or £10,000, whichever is the lesser, for any claim arising out of one event or series of connected events.

5.5. Goods

5.5.1. If the Customer is a private individual and needs Goods such as spare parts for the System supplied by the Company, the Company accepts liability

to the Customer if any Goods supplied do not meet the description or match

any sample shown the Customer, or is not of satisfactory quality or fit for its normal purpose or some other purpose the Company has agreed in writing that it will meet.

5.5.2. If the Customer uses the System for its business and any Goods supplied by the Company for it do not meet its description or match any sample shown the Customer, or is not of satisfactory quality or fit for its normal purpose or some other purpose the Company has agreed in writing it will meet, the Company will limit its total aggregate liability to the Customer to ten times the total of the Annual Charge or the sum of twelve Monthly Charges payable under the Agreement, or £25,000, whichever is the lesser.

5.6. Communications link

The Communications Links are provided by independent organisations which are not under the Company's control. The Company shall not be responsible for any signal or transmission failing to reach a Communications Centre, the Company's monitoring out of hours service desk, or a smart phone because of a failure or other problem with any Communications Link, and shall have no liability should such a failure occur.

5.7. Liability and UltraSync and network corruption

5.7.1. The Company shall have no liability for failing to perform its obligations in relation to the Monitoring Service under this Agreement if the Customer fails to ensure that the technical requirements for the proper functioning of the UltraSync signalling device are met.

5.7.2. The Company shall not be liable for any loss or damage, including consequential losses, caused by network corruption or downtime resulting from the Monitoring Service affecting the Customer's existing broadband internet connection and/or the wide area network services which may share the same network as the alarm panel.

5.8. Misrepresentation

The Company shall not be liable to the Customer for any misrepresentation on the part of its employees or agents, unless the misrepresentation is included in this Agreement.

5.9. Notice of claim

The Customer shall give the Company written notice of any claim under this Agreement as soon as is reasonably practicable.

5.10. Survival

The provisions of this clause 5 shall survive expiry or termination of this Agreement for any reason whatsoever.

5.11. Fire Consultancy Service and Fire Training Service

In relation to the Fire Consultancy Service and the Fire Training Service the Customer acknowledges that the Company seeks to improve awareness and efficiency in relation to fire and terrorism and that given the nature of the risks and of people's reactions to them no guarantee or warranty can be given as to what will happen in the event of a fire or terrorist attack at premises owned, used, occupied or managed by the Customer. The Company accepts no liability in relation to any fire or terrorist attack at any premises owned, used, occupied or managed by the Customer.

6. INDEMNITY FROM THE CUSTOMER TO THE COMPANY

6.1. Indemnity

6.1.1. The Customer shall be responsible for the compliance of each Site with all legal health and safety requirements including those relating to electrical safety.

6.1.2. The Customer shall indemnify the Company from and against:

6.1.2.1. all liability loss, damage, penalties, costs, claims and expenses whatsoever caused and howsoever arising and by whomsoever made, including but not limited to any claim made against the Customer by an Appropriate Authority due to a false alarm signal from a System, and

6.1.2.2. all liability, loss, damage, penalties, costs, claims and expense suffered or incurred by the Company arising from death and injury to any Company employee, agent or subcontractor where such death or injury results from the negligence of the Customer, the Customer's employees, agents, licensees, customers, or tradesmen or other companies employed by the Customer, or from any failure on the Customer's part to comply with any statutory requirements imposed upon occupiers of Sites, and

6.1.2.3. loss of or damage to any property of the Company, or the property of the Company's employees, agents or subcontractors resulting from or in connection with the negligence of the Customer, the Customer's employees, agents, licensees, customers, or tradesmen or other companies employed by the Customer, and

6.1.2.4. any action brought by a third party against the Company resulting from or in connection with any negligent act or omission of the Customer, the Customer's employees, agents, licensees, customers, or tradesmen or other companies employed by the Customer.

6.1.3. The Customer shall indemnify and hold harmless the Company from and against all damages, costs, claims, demands and expenses arising out of any claim or cause of action with respect to any loss of or damage to any property (whether owned by the Customer or not) or any personal injury or death of any person (whether caused negligently or not) and which arises in the course of or as a result of the supply of the Fire Consultancy Service and/or the Fire Training Service unless caused wholly and exclusively by the negligence of the Company, its agents or employees.

7. EVENTS BEYOND THE COMPANY'S CONTROL (FORCE MAJEURE)

7.1. Any failure by the Company to perform any of its obligations under the Agreement by reason of any event beyond the reasonable control of the Company shall not be deemed to be a breach of the Agreement.

7.2. The Company will give the Customer written notice of the event. If the Company is still unable to meet its obligations within three months of the date of the notice, either party can end the Agreement by giving written notice to the other.

8. DURATION OF THE AGREEMENT

8.1. If a Minimum Term is specified in the Agreement then subject to clause 2.2 and clause 9 the Agreement shall continue for the Minimum Term. The Agreement will continue after the expiry of the Minimum Term until the Company or the Customer terminates the Agreement by giving the other at least 3 months' written notice (which shall not expire before the end of the Minimum Term).

8.2. If a Minimum Term is **not** specified in the Agreement because only the Fire Consultancy Service and / or the Fire Training Service is being provided under the Agreement then clauses 9.1, 9.2 and clause 17.3 apply and the Customer or the Company can terminate the Agreement with one month's notice.

9. SUSPENDING OR TERMINATING THE AGREEMENT

9.1. Company's power to suspend or terminate

9.1.1. The Company may suspend all or any part of the Services provided under the Agreement or end the Agreement immediately by giving the Customer at least 7 days' written notice if the Customer:

9.1.1.1. is in breach of its obligations under the Agreement; or,

9.1.1.2. is more than one month behind with any payments due to the Company in accordance with the Agreement; or,

9.1.1.3. has given the Company any incorrect information; or,

9.1.1.4. fails to accept the Company's quotation for repairing or replacing any System that has become obsolete or is outside the manufacturer's recommended operational life.

9.1.2. The Company may suspend or terminate the Agreement with immediate effect by giving the Customer written notice if:

- 9.1.2.1. the Customer is a business and stops trading, is wound up, becomes insolvent or enters into administration or receivership or enters into any kind of arrangement or settlement with its creditors;
- 9.1.2.2. the Customer is an individual that dies, becomes bankrupt (in Scotland become 'notour bankrupt'), enters into any kind of arrangement or settlement with the Customer's creditors, or a receiving order or administration order is made against the Customer;
- 9.1.2.3. the Customer is a Consumer for the purposes of the Agreement but not an individual and the Customer becomes insolvent, enters into any kind of arrangement or settlement with the Customer's creditors or a receiving order or administration order is made against the Customer;

9.1.3. The Company may suspend or terminate the Agreement with immediate effect by giving the Customer written notice if:

- 9.1.3.1. at the commencement of the Agreement the Company is not satisfied with the result of a credit check, or an international trade compliance check on the Customer; or,
- 9.1.3.2. at the commencement of the Agreement the Customer does not provide accurate information for the purposes of the Agreement;

and, if the Company terminates the Agreement under this clause 9.1.3 the Company shall return any payment made by the Customer to the Company within 10 working days.

9.2. The Customer's power to terminate

The Customer may end the Agreement after 7 days' written notice if the Company is in material breach of its obligations under the Agreement, and the Company has failed to remedy it within a period of 30 days after the Customer's written notice.

9.3. Both parties power to terminate

9.3.1. The Company or the Customer (subject to clause 9.3.2) may end the Agreement by giving the other at least 3 months' written notice which shall not expire before the end of the Minimum Term. To exercise this power the Customer shall have paid all the amounts due from the Customer to the Company under the Agreement.

9.3.2. If the Agreement has run for 18 months, the Customer is a Consumer and the total annual Monthly FX Rental Charge or Annual FX Rental Charge is £1,500 or less the Customer can end the Agreement in relation to the FX Plus Rental Service by written notice to the Company of at least **3 months** if the Customer pays an Annual FX Rental Charge, and **1 month** if the Customer pays a Monthly FX Rental Charge. The 18 month period can include the notice period.

9.3.3. If clause 9.3.1 above is complied with and the Customer has paid an Annual Charge in advance the Company will deduct from that Annual Charge i) the proportion of the Annual Charge that relates to the period for which the Customer has received the Maintenance Service and/or Monitoring Service from the Company under the Agreement up to the date the Company received the notice to end the Agreement, and ii) any proportion of the Annual Charge that relates to the 3 months' notice period, and iii) the Company's charge for any part of the 3 months' notice period that is not covered by the Annual Charge. On the basis of the calculation set out in this clause 9.3.3 the Company will return to the Customer any positive balance and the Customer must pay to the Company any negative balance.

9.3.4. If clause 3.5 applies during the notice period applicable under this clause 9.3 the Customer shall pay the new Charges during the notice period.

10. COMPENSATION TO THE COMPANY FOR EARLY TERMINATION

10.1. If the **Customer** ends the Agreement before the end of the Minimum Term, or without giving the Company any or sufficient notice under the Agreement, the Customer must pay the damages described below which will be calculated based on the Charges and Minimum Term of each Service provided under the Agreement.

10.2. Maintenance Service for Fire Detection & Alarm System, Monitoring Service for Fire Detection & Alarm System, Maintenance Service for Emergency Lights System, FX Essential Maintenance Service, FX Premier Maintenance Service, Gold Maintenance Service, Fire Consultancy Service, and / or, Fire Safety Training Service

If the Customer has selected one or more of a Maintenance Service for Fire Detection & Alarm System, Monitoring Service for Fire Detection & Alarm System, Maintenance Service for Emergency Lights System, FX Essential Maintenance Service and / or FX Premier Maintenance Service, Gold Maintenance Service, Fire Consultancy Service, and / or, Fire Safety Training Service the following applies:

10.2.1. If the Customer ends the Agreement before the end of the Minimum Term or if the Company ends the Agreement for a reason set out in clauses 9.1.1 or 9.1.2 the Customer must pay the Company as damages to compensate the Company for its loss in relation to the Maintenance Service and/or the Monitoring Service the Charges that would have applied if the Agreement had continued to the first date on which it could properly have been terminated in accordance with clause 9.3 discounted by 50%.

10.2.2. If after the expiry of the Minimum Term the Customer does not give the notice to terminate required under this Agreement the Customer must pay the Charges discounted **by 50%** that would have applied if the Agreement had continued to the date on which it could properly have been terminated by the Customer.

10.3. Fire 360 Service

If the Customer has selected the Fire 360 Service the following applies:

10.3.1. If the Customer terminates **during months 0 –30 (3 years minimum term) / 0 - 54 (5 years minimum term)** of the Minimum Term the Customer must pay the value of 6 months' Charges.

10.3.2. If the Customer terminates in **the last 6 months** (31+/54+months) the amount due is the minimum relating to any Services that would have applied if the Agreement had continued to the date on which it could properly have been terminated by the Customer.

10.3.3. If after the expiry of the Minimum Term the Customer does not give the notice to terminate required under this Agreement the Customer must pay the Charges that would have applied if the Agreement had continued to the date on which it could properly have been terminated by the Customer.

10.4. FX Plus Rental Service, Fire 360 FX Plus Rental Service

If the Customer has selected one or more of FX Plus Rental Service, Fire 360 FX Plus Rental Service, the following applies:

10.4.1. If the Customer terminates up to the mid-point of the Agreement (18/30 months depending on the Minimum Term) then an amount equal to the GREATER of:

- 6 months' rent, **OR**,
- the amount due from when the Customer terminates to the mid-point of the Agreement.

10.4.2. If the Customer terminates after the mid-point of the Agreement (18/30 months depending on the Minimum Term) then an amount equal to 6 months' rental Charges is due **PROVIDED** that if the Customer terminates during the last 6 months (30/54 months) then the 6 months' minimum amount expires and the amount due is the rental Charges due from when the Customer terminates to the end of the Minimum Term.

10.4.3. The Customer must also pay the following Charges relating to any non-rental Fire 360 Plus Services or Intruder 30 Plus provided under the Agreement as follows:

- If the Customer terminates up to the last 6 months (0 –30 / 54) of the Minimum Term the Customer must pay the value of 6 months' Charges.

- If the Customer terminates in the last 6 months (31/54 months) of the Minimum Term the amount due is the minimum relating to any non-rental Fire 360 Plus or Intruder 360 Plus Services that would have applied if the Agreement had continued to the date on which it could properly have been terminated by the Customer.

10.4.4. If after the expiry of the Minimum Term the Customer does not give the notice to terminate required under this Agreement the Customer must pay the Charges that would have applied if the Agreement had continued to the date on which it could properly have been terminated by the Customer.

10.5. Maintenance and/or Monitoring Service for an Access Control, CCTV System, Intruder Alarm System, ChubbView Cloud Service and/or Temperature Monitoring Equipment

10.5.1. If the Customer has selected one or more of Maintenance Service and/or Monitoring Service for an Access Control, CCTV System, Intruder Alarm System, ChubbView Cloud Service and/or Temperature Monitoring Equipment and ends the Agreement before the end of the Minimum Term or without giving the Company any or sufficient notice under clause 9.3, or if the Company ends the Agreement for a reason set out in clauses 9.1.1 or 9.1.2, the Customer must pay the Company as damages to compensate the Company for its loss the Charges that would have applied if the Agreement had continued to the date on which it could properly have been terminated by the Customer.

10.5.2. If after the expiry of the Minimum Term the Customer does not give the notice to terminate required under this Agreement the Customer must pay the Charges that would have applied if the Agreement had continued to the date on which it could properly have been terminated by the Customer.

10.6. Intruder 360 Installation Service

If the Customer has selected the Intruder 360 Installation Service the following applies:

10.6.1. If the Customer terminates **during months 0 –12** of the Minimum Term the Customer must pay:

- the value of 6 months' Charges PLUS
- the value of the Charges for the number of months remaining between the end date and the expiry of the first 12 months.

10.6.2. If the Customer terminates **during months 13 – 30** of the Minimum Term the Customer must pay the value of 6 months' Charges.

10.6.3. If the Customer terminates **during months 30 – 36** of the Minimum Term the Customer must pay the Charges that would have applied if the Agreement had continued to the date on which it could properly have been terminated by the Customer.

10.6.4. If after the expiry of the Minimum Term the Customer does not give the notice to terminate required under this Agreement the Customer must pay the Charges that would have applied if the Agreement had continued to the date on which it could properly have been terminated by the Customer.

10.7. Other outstanding Charges

In the event of an early termination to which this clause applies the Customer must also pay any other outstanding Charges that are due to the Company in relation to work carried out in accordance with the Agreement.

10.8. Fire Consultancy Service and/or the Fire Safety Training Service Appointments

Please note that if the Fire Consultancy Service and/or the Fire Safety Training Service is selected cancellation or postponement of an appointment triggers payment of the amounts of damages shown in the tables in clause 17.3 of the Terms and Conditions.

11. OTHER GENERAL TERMS AND CONDITIONS

11.1. Complete Agreement

The Agreement and the documents referred to in the Agreement contain the whole Agreement between the Company and the Customer relating to the Chubb Fire & Security Ltd - Terms & Conditions (MULTISITE TABLET AND SECURITY PROPOSAL) – v7 – JAN 2025

transactions contemplated by the Agreement. Any conditions specified by the Customer (whether or not they are contained in a purchase order) will not apply to the Agreement unless the Company agrees in writing to accept them.

11.2. Transferring or sub-contracting

The Company may perform any of its obligations under the Agreement through sub-contractors. The Company may assign the Agreement to a third party without the Customer's consent. The Customer cannot transfer its rights or obligations under the Agreement without the Company's written permission.

11.3. Rights of third parties

The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement. Only a party to the Agreement can take action to enforce its terms.

11.4. Waiver, additional rights

11.4.1. No waiver of any breach of any provision of the Agreement shall be held to be a waiver of any other or subsequent breach, and the failure of a party to enforce at any time any provision of the Agreement shall not be deemed a waiver of any right of the party subsequently to enforce the same provision or any other provision of the Agreement.

11.4.2. The Company may decide to enforce its rights under the Agreement and can still use any additional rights it has under general law if the Customer is in breach of an obligation or obligations under the Agreement.

11.5. Variations to the Agreement

The Agreement shall, unless expressly stated otherwise in the Agreement, only be varied by a written document signed by an authorised signatory of the Company and an authorised signatory of the Customer.

11.6. Notices

Any notice required to be given under the Agreement shall be sufficiently given if properly addressed and sent by post to, in the case of the Company, its address stated in the Agreement and, in the case of the Customer, its last known address, and shall be deemed to have been properly served at the time when in the ordinary course of transmission it would reach its destination.

11.7. Improvements to the System

The Company reserves the right to improve a System by altering the specification of any component part or parts of the System at its discretion at any time without notice. The Company also reserves the right because of difficulties in obtaining supplies, to use at its discretion equipment and materials other than those specified provided this does not materially affect the performance of the System.

11.8. Scanned Agreement

The Company may use a scanned copy of the Agreement in any court action, arbitration, mediation or adjudication instead of the original and the Customer agrees that the scanned Agreement may be treated as if it were the original, and unless the Customer can prove that the validity of the scanned Agreement is in serious doubt, the Company will not have to prove that the scanned Agreement is genuine.

11.9. International trade compliance

The Company reserves the right to refuse any order and/or work placed under the Agreement in the event that there is or could be a potential breach of laws, regulations or ethical rules applicable to the Company, including, but not limited to, international trade compliance rules prohibiting the sale of goods and services to certain countries, certain individuals or legal entities that are subject to international economic, financial or other sanctions.

11.10. Co-operation

The Customer shall provide the Company with whatever information it reasonably requests in writing, in order for the Company to satisfy the provisions of clause 11.9 above. In the event that the requested information is not provided by the Customer, the Company shall not be held accountable for, accept any liability, or be held in breach of the Agreement as a result of the Customer failing to provide the requested information to the Company.

11.11. Severance

In the event of any provision of the Agreement being held invalid, illegal or unenforceable under applicable law, it shall be severed and deemed to be deleted from the Agreement and the remainder of the Agreement shall remain valid and enforceable.

11.12. Personal Information Protection and Privacy

11.12.1. Definitions.

11.12.1.1. Controller means the party that determines the purposes and means of the Processing of Personal Information. If the parties both serve as a Controller, they are **Co-Controllers**.

11.12.1.2. Data Breach Incident is circumstances (whether intentional, or unintentional or accidental) that involve *actual* or a *reasonable possibility* of unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether ultimately confirmed or not.

11.12.1.3. Data Privacy Laws mean applicable laws and regulations relating to Personal Information protection of any country, state, or municipality with jurisdiction to regulate the activity under this Agreement.

11.12.1.4. Modified Personal Information means Personal Information that you combine with other data or information, including but not limited to geolocation data, identifiers for individuals not in our possession, or publicly available data. Modified Personal Information is a subset of Personal Information.

11.12.1.5. Personal Information means information and data exchanged in connection with this Agreement that is related to any identified or identifiable natural person or, to the extent of a conflict with applicable law, which is subject to any Data Privacy Laws.

11.12.1.6. Processing means any operation or set of operations performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, sharing, alignment or combination, restriction, erasure or destruction.

11.12.2. Compliance with Law. The products and/or services being provided require the collection of Personal Information to function as intended. Both parties will comply with applicable Data Privacy Laws as pertaining to Personal Information Processed in connection with activity under this Agreement. If necessary, the parties will work together in good faith to make any amendments or enter into any additional agreements as may be required by a change in Data Privacy Laws.

11.12.3. Ownership of Personal Information. Any Personal Information contained within the Company's products or services is owned by the Company.

11.12.4. The Controller. Prior to providing Personal Information to Personal, the Customer is the Controller of the Personal Information and responsible for all obligations with respect to that data, including, without limitation, providing notice for the individuals for whom it provides personal information to the Company. Once the Customer has provided Personal Information to the Company, the Customer and the Company are Co-Controllers.

11.12.5. Shared Rights and Obligations.

11.12.5.1. If a party Processes Personal Information for any purpose beyond the scope of this Agreement, then that party assumes the notice obligations.

11.12.5.2. If the Personal Information is involved in a Data Breach Incident, the party on whose system the data was stored is responsible for any notifications and associated costs. Unless prohibited by law or a regulator with jurisdiction over a party, the party making the notification shall make reasonable efforts to coordinate with the other party to allow for input into the content of a notification before it is made.

11.12.5.3. While performing under this Agreement, if a party learns of any: (i) complaint or allegation indicating a violation of Data Privacy Laws regarding Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Personal Information; or (iii) inquiry or complaint from one or more individuals relation to the Processing of Personal Information, the party will exercise reasonable efforts to promptly notify the other party in writing, except to the extent prohibited by law, law enforcement, or a regulator with jurisdiction over such party. The parties shall provide reasonable commercial assistance to each other in investigating the matter, identifying the relevant information, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings. The parties will take all reasonable commercial and legal steps to protect Personal Information against undue disclosure.

11.12.6. The Customer's Rights and Obligations.

11.12.6.1. If the Customer provides the Company with any Personal Information, the Customer will ensure that the Customer has the legal right to do so. The Customer will provide notice to the individuals whose Personal Information has provided to the Company prior to providing it to the Company. The Company has the option of providing a notice for the Customer to distribute for this purpose with the content of the notice being applicable to products and services that the Company provides under this Agreement.

11.12.6.2. If the Customer uses other sources of data, including without limitation geolocation information, to connect Personal Information Processed in Products or Services under this Agreement, the Customer shall have all responsibilities and obligations under Data Privacy Laws for such Modified Personal Information. The creation and Processing of Modified Personal Information shall comply with applicable law, including without limitation Data Privacy Laws.

11.12.6.3. If the Customer uses Personal Information or Modified Personal Information for direct marketing purposes, the Customer shall comply with, and is solely responsible for complying with, Data Privacy Laws, including any applicable obligation to conduct direct marketing only after compliant opt-in consent is explicitly obtained.

11.12.7. The Company's Rights and Obligations.

11.12.7.1. The Company may share Personal Information with the Company's service providers but only in accordance with applicable Data Privacy Laws and with appropriate protections in place.

11.12.7.2. The Company may store Personal Information on servers located and accessible globally by API Group Inc. (our parent company) entities and their service providers with appropriate protections in place.

11.12.7.3. To the extent that the Company Processes Personal Information under this Agreement, the Company will retain the Personal Information for the term of this Agreement and thereafter as may be required by this Agreement, to protect the Company's legal rights, or as may be required or permitted by law and/or audit requirements. To the extent that the Company Processes the Personal Information for purposes separate and apart from this Agreement, the Company serves as a Controller and assumes legal obligations as a Controller, including defining the appropriate retention period.

11.12.8. Privacy Notice

If the Company is providing a Monitoring Service under this Agreement please review the privacy notice at <https://www.chubbfiresecurity.com/en/uk/privacy-notice/> which explains how the Company deals with any personal information collected for the monitoring business.

11.14. AGREEMENT CHANGE EVENTS

After taking all reasonable steps to mitigate, the Company shall give the Customer reasonable notice should the Company suffer during the course of this Agreement any adverse impact on this Agreement, including increases in costs and expenses, as a result of an Event i) related to the UK leaving the European Union, ii) related to an epidemic or pandemic, or iii) beyond the Company's reasonable control. An "Event" shall include, but not be limited to:

- (a) changes in law;
- (b) government action, public authority action;
- (c) national emergency;
- (d) changes in health and safety requirements,
- (e) changes in environmental requirements;
- (f) imposition of sanctions or embargo, breaking off of diplomatic relations;
- (g) increases in tariffs or other duties, taxes or levies imposed on exports or imports, fluctuating exchange rates;
- (h) changes or new requirements for licenses or consents;
- (i) delays in export or import of products or services due to controls, processes or restrictions;
- (j) terrorist attack, war; or,
- (k) any other change to the business or economic environment in which we operate that may be unforeseen at the date of this Agreement.

Notwithstanding any other term or condition of this Agreement, following reasonable prior written notice to the Customer setting out the change(s) to the Agreement and the effective date(s), the Company shall be entitled as a result of an Event, on a fair and reasonable basis, to (i) change any of this Agreement's Charges, prices, and/or rates so that the Company is financially no worse off than if the Event had not occurred, and/or (ii) vary any of the goods, products and/or Services provided under this Agreement. In addition, it is further agreed that the Company shall have no liability under this Agreement for any delays to programme or delivery, or for any penalties, costs or damages that are associated with any programme or delivery if such delay is caused by an Event.

11.15. Law and jurisdiction

The Agreement shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

B. TERMS AND CONDITIONS DESCRIBING CUSTOMER OBLIGATIONS

12. CUSTOMER OBLIGATIONS

12.1. Access

The Customer shall give the Company access to a Site at all reasonable times to enable the Company to carry out its obligations under the Agreement.

12.2. Access equipment

12.2.1. The Customer shall make available at no cost to the Company all necessary access equipment such as ladders, scaffolding, cherry pickers, or towers, which shall be safe to use and comply with all applicable legislation. If the Customer does not comply with this obligation the Company will arrange to hire access equipment and make an Additional Charge to the Customer of the cost plus an administration fee of 15%.

12.2.2. The Company can only work at a height of two meters from a ladder and if work is required at a greater height it will incur an Additional Charge unless the Customer provides appropriate access equipment.

12.3. Information about utilities

The Customer shall notify the Company of the existence of concealed pipes, wires and cables for water, gas, electricity, telephone and other services and utilities at a Site of which the Customer is aware, and shall confirm their location to the Company's technician before work commences at a Site. In the absence of this notice the Customer agrees that the Company shall accept no liability for disruption of the services and utilities, and the Customer shall indemnify the Company against any claim whatsoever for loss, damage or injury resulting from damage to or loss of the services or utilities.

12.4. Information about changes

The Customer shall notify the Company in writing: i) of any proposed changes that may affect a System, including but not limited to, extensions or structural alterations to a Site, changes to the building fabric or internal layout of a Site, or ii) of any modifications to the Communications Links affecting a System, and any modification or alteration to the System which may accordingly become necessary shall be carried out by the Company and the Customer shall pay Company's Additional Charge for the cost at the Company's current rates for labour and materials.

12.5. Health and safety

The Customer is responsible for ensuring compliance with all health and safety laws and regulations applicable at the Site, including those relating to electrical safety.

12.6. Compliance with instructions and none interference

12.6.1. The Customer shall use and maintain each System according to the instructions on it or supplied with it.

12.6.2. If the Company is providing the Maintenance Service under this Agreement the Customer shall not, nor shall the Customer permit any other company or person to undertake any work on the System or in any way interfere with the System or any part of it.

12.7. Notice of defects and damage

12.7.1. At any time during the course of this Agreement if the Company provides a Maintenance Service, or Monitoring Service under this Agreement, the Customer shall notify the Company immediately (and shall subsequently confirm the notice in writing) of any defect appearing in a System and/or fire extinguishers, or damage to a System and/or fire extinguishers, and the Customer shall permit the Company to take such steps as it shall consider necessary to remedy the defect or damage.

12.7.2. The Customer must tell the Company immediately if fire extinguishers have been used, damaged or lose pressure.

12.7.3.

12.8. Fire protection during maintenance

12.8.1 While maintenance of the System and/or fire extinguishers is being carried out the System and/or fire extinguishers may not be fully operational and accordingly during this time the Customer shall make suitable alternative arrangements to ensure it has effective protection in the event of fire as required by applicable legislation.

12.8.2 Due to the possibility of a failure of the normal lighting supply occurring shortly after a period of testing of the Emergency Lights System the Customer should make suitable alternative temporary arrangements until the batteries have fully recharged.

12.9. Leaks from fire extinguishers

12.9.1 The Customer shall be responsible for maintaining any pipe work from the Site water mains to the hose reel isolating valve.

12.9.2 The Customer shall be responsible for the cost of repairing any damage caused to the Site as a result of any leaks from a defective fire extinguisher during or as a result of maintenance, including water escaping during pressure testing of wet and dry risers.

12.10. Training

The Customer shall ensure that all relevant persons attend the Company's training seminars at the agreed time, and if training is disrupted by non-attendance the Company shall make an Additional Charge at its current rates to the Customer for any subsequent training it agrees to carry out.

12.11 Responsibility for cost of Communications Links

12.11.1. The Customer shall arrange and pay for the necessary Communications Links and equipment for the connection and transmission of signals from the Site to the Communications Centre.

12.11.2. The Customer is responsible for the payment of the charges of the third party Service Provider and agrees that if those charges are not paid the relevant System will not function and the Customer accepts responsibility for any failure of the System due to non-payment.

12.11.3. The Customer must pay for the provision of any changes required to the existing or new Communication Link infrastructure, including telephone lines, (the communication infrastructure should terminate at or near to the Signalling Device) and must pay for all of the Communication Link infrastructure cost. Where the Customer's existing signalling device is retained the Customer may be subject to a surcharge by the Service Provider.

12.12. Insurance

The Customer shall insure against all losses which it could suffer as a result of a System, fire extinguishers not working.

12.13 UltraSync

The Customer is responsible for maintaining and paying for the Customer's internet connectivity and the Company shall not accept liability for any failure of the Customer's internet connection that prevents UltraSync from working.

12.14 Temperature Monitoring Equipment

The Temperature Monitoring Equipment provided by the Company under this Agreement is not sold as a medical device. Elevated body temperatures may result from several factors, including those related to the environment, personal health or activity.

The Company makes no representation or warranty as to the accuracy of the thermal sensing function, and expressly disclaims any and all express or implied warranties or conditions of sale, including but not limited to those regarding merchantability, fitness for purpose or intended use, regardless of

whether the Company has been made aware of the intended application, purpose or use.

The Company also disclaims any and all liability in connection with data privacy matters related to the use of the products and if applicable and installation of the Temperature Monitoring Equipment System. The Customer agrees that any data collected through the cameras may be considered personal information or personal health information, and agrees to assume all liability regarding the collection, processing, use, retention, and disposition of such information, and shall indemnify the Company for, and hold the Company harmless from, any claim from any person regarding such information.

Any duty to warn, notify or otherwise obtain the consent or permission of any person depicted or captured by the products and the duty to determine and comply with any and all applicable laws, regulations, standards, and other obligations that govern the legal, proper and ethical use of the products, including, but not limited to any and all requirements for signage or other notices which provide notification that the products are in use at the Customer's Site, shall be the Customer's sole responsibility, and the Customer shall indemnify the Company for, and hold the Company harmless from, any claim from any person regarding any breach by the Customer of compliance with this provision.

C. TERMS AND CONDITIONS DESCRIBING SERVICES AND CHARGES

13. MAINTENANCE SERVICE – ACCESS CONTROL SYSTEM, CCTV SYSTEM, EMERGENCY LIGHTS, FIRE DETECTION & ALARM SYSTEM, INTRUDER ALARM SYSTEM and TEMPERATURE MONITORING EQUIPMENT

The Agreement states the System for which a Maintenance Service will be provided under this Agreement. Maintenance means the inspection and testing of a System. Where allowed under British standards and where applicable NSI (National Security Inspectorate) guidelines, and if noted in the Agreement documents one maintenance visit a year may be carried out remotely.

13.1. Standard Maintenance Service – Access Control, CCTV, Fire Detection & Alarm System, Intruder Alarm System and /or Temperature Monitoring Equipment

13.1.1. If the standard Maintenance Service is selected in the Agreement, the Company will carry out the number of visits set out in the Agreement to carry out maintenance to the System. The Company will make an Additional Charge at the Company's then current rates for materials, spares and components used and for work carried out. The Company will charge the Customer for materials used and work carried out for repairs not covered by the warranty in clause 2.7.

13.1.2. The first visit for a Fire Detection & Alarm System will be within 30 days either before or after the date specified in the Agreement.

13.1.3. The Company will provide the Call Out for Maintenance Service described in clause 13.3. The Company will make a Call Out Charge for the provision of a Call Out, unless the Company carries out the work because of a repair under the warranty in clause 2.7.

13.2. Comprehensive Maintenance Service– Access Control, CCTV, Fire Detection & Alarm System, Intruder Alarm System and /or Temperature Monitoring Equipment

13.2.1. If the comprehensive Maintenance Service is selected in the Agreement, the Company will carry out the number of visits set out in the Agreement to carry out maintenance to the System, and carry out and not charge for any repairs or replacement components to the System which are needed because of a fault in the System caused by the Company or through reasonable wear and tear. If the work is required for any other reason such as accidental damage, or the Customer or its employees have not been using the System properly or maintaining it according to the operating instructions or the applicable British standards or codes of practice, then the Company

will make an Additional Charge at the Company's then current rates for materials, spares and components used and for work carried out. The first visit for a Fire Detection & Alarm System will be within 30 days either before or after the date specified in the Agreement.

13.2.2. If the comprehensive maintenance service is selected in the Agreement the following are not included in the Charge in the Agreement and will be charged separately as an Additional Charge:

13.2.2.1. for Fire Detection and Alarm Systems, and Emergency Lights Systems:

13.2.2.1.1. equipment to replace parts that are no longer manufactured or readily available;

13.2.2.1.2. equipment that is outside the manufacturer's recommended operational life;

13.2.2.1.3. portable batteries;

13.2.2.1.4. radio equipment batteries and assemblies; and

13.2.2.1.5. wiring and cable infrastructure; and

13.2.2.2. for Intruder Alarms, Access Control Systems, CCTV Systems and /or Temperature Monitoring Equipment:

13.2.2.2.1. access control cards, personal computers and disk drives;

13.2.2.2.2. CCTV vacuum tube devices;

13.2.2.2.3. Video cassette recorders' record and playback heads, digital video recorders' hard drives;

13.2.2.2.4. consumable' items such as batteries unless the **comprehensive Maintenance Service including batteries** has been selected in the Agreement:

13.2.2.2.5. materials used and work carried out (unless this is the Company's responsibility under this Agreement);

13.2.2.2.6. equipment to replace parts that are no longer manufactured or readily available:

13.2.2.2.7. spare parts for the System required as a result of neglect, tampering, misuse of the System for an improper purpose: and,

13.2.2.2.8. any other exclusions noted in the Agreement documents.

13.2.3. The Company will provide the Call Out for Maintenance Service described in clause 13.3. The Company will make a Call Out Charge if for the provision of a Call Out, unless the Company carries out the work because of a fault in the System caused by the Company or the fault is caused by reasonable wear and tear.

13.3. Call Out for Maintenance Service

13.3.1. **Response:** If the Company receives an urgent Call Out, the Company will respond within 24 hours for Intruder Alarm Systems, and Fire Detection and Alarm Systems. The Call Out for Maintenance Service is available during Normal Working Hours for an Access Control System, a CCTV System, Emergency Lights System, Customer Owned Portable Fire Extinguishers, Rental Fire Extinguishers and /or Temperature Monitoring Equipment.

13.3.2. Call Out Charges for:

- Fire Detection and Alarm Systems,
- Emergency Lights System,
- Intruder Alarm Systems,
- Access Control Systems,
- Temperature Monitoring Equipment, and/or
- CCTV Systems:

The Call Out Charges for Customer Owned Portable Fire Extinguishers are described in clause 14.1.2.3. The Call Out Charges for Rental Fire Extinguishers are described in clause 16.5.

The Customer must pay the Call Out Charge which is either the Company's current basic rate charge for visits during normal working hours or the Company's current premium rate charge for visits outside normal working

hours for coming to the Site on a Call Out. In each case the current Call Out Charge at the time of visit will be applicable.

13.3.3. Additional Call Out Charges: In addition to the Call Out Charge if the Charge for the Maintenance Service selected in the Agreement does not cover the work and materials the Customer must pay the Company's Additional Charge for any additional hours of work not covered by the Call Out Charge and for all materials, spares and components at the Company's then current rates.

13.4. ServiceCheck CCTV

13.4.1. ServiceCheck CCTV remotely uses internet protocol to remotely connect to each CCTV System every day and extracts information regarding the status and operation of the CCTV System. If an issue is detected the Customer will be informed and can then contact the Company's maintenance team to resolve the issue. ServiceCheck CCTV performs a number of checks as listed in clauses 13.4.2 and 13.4.3 below on the CCTV System to ensure it is operating correctly.

13.4.2. Essential ServiceCheck CCTV: If Essential ServiceCheck CCTV is selected in the Agreement the Company shall carry out the following checks: connection check, camera check, recording check, record duration check and time clock accuracy check.

13.4.3. Premier ServiceCheck CCTV: If Premier ServiceCheck CCTV is selected in the Agreement the Company shall carry out the following checks: connection check, camera check, recording check, record duration check, time clock accuracy check, status web viewer and image integrity check.

13.4.4. Charge: The Charge for the ServiceCheck CCTV Service selected in the Agreement is included in the Maintenance Charge in the Agreement and so in the Annual Charge or the Monthly Charge in the Agreement.

13.5. Additional provisions applicable to all Systems

13.5.1. Additional work: The Company will carry out additional work relating to the repair and/or upkeep of the System as required. The Customer will be charged an Additional Charge in accordance with the Company's then current rates.

13.5.2. Certificate of inspection: After each maintenance visit, including a Call Out, the Company will issue a certificate of inspection to show the condition of the System that has been inspected and tested and any refills, spare parts, components or other equipment supplied by the Company.

13.5.3. Rectification: If the maintenance work is not carried out or in accordance with good industry practice and applicable British standards the Customer must give the Company the opportunity to carry out the maintenance work by giving the Company 30 days' written notice.

13.5.4. Faulty System: The Company will inform the Customer if any System is faulty and will give the Customer a quotation for replacing or repairing it. The Company will not be obliged to provide further maintenance in respect of any part of the System if the Customer does not accept the quotation or does not let the Company carry out the necessary work.

13.6. Emergency Lights System Maintenance Service

13.6.1. The Company will carry out maintenance work to the emergency lights described in the Agreement. The Company will carry out such work to the emergency lights and replace such components as may be required. The first visit for a Emergency Lights System will be within 30 days either before or after the date specified in the Agreement. The Company will carry out the number of visits set out in the Agreement to carry out maintenance to the Emergency Lights System.

13.6.2. If the standard Maintenance Service is selected in the Agreement for an Emergency Lights System the Company will carry out a full discharge test to the Emergency Lights System in line with the standard specified in clause 2.4 above unless the Customer has confirmed it requires a shorter test.

13.6.3. Please note that due to the possibility of a failure of the normal lighting supply occurring shortly after a period of emergency lights testing the Customer should make suitable alternative temporary arrangements until the batteries have fully recharged.

14. FX ESSENTIAL MAINTENANCE SERVICE, FX PREMIER MAINTENANCE SERVICE, FIRE 360 SERVICE MAINTENANCE SERVICE FOR PORTABLE FIRE EXTINGUISHERS, GOLD 1- 4 MAINTENANCE SERVICE FOR PORTABLE FIRE EXTINGUISHERS,

Maintenance means the inspection and testing of the fire extinguishers and the inspection of the fire blankets.

14.1. Description of Types of Maintenance Service

14.1.1. The clauses 13.5.2.1 – 13.5.2.6 below describe what is covered by the charge specified in the Agreement for the selected FX Essential, FX Premier Maintenance Service, Fire 360 Service or Gold Maintenance Service package, any cost not covered will be treated as an Additional Charge made by the Company to the Customer:

14.1.1.1. Gold Maintenance Service 1: – The cost of labour for each scheduled maintenance visit. It does not include the cost of any small and large spares or refills that may be required.

14.1.1.2. Gold Maintenance Service 2: – The cost of labour for each scheduled maintenance visit and the cost of any small spares (where required as a result of fair wear and tear only).

14.1.1.3. Gold Maintenance Service 3: – The cost of labour for each scheduled maintenance visit, the cost of any small and large spares (where required as a result of fair wear and tear only) and the cost of refills (where required as a result of use of fire extinguisher on a fire).

14.1.1.4. Gold Maintenance Service 4: – The cost of labour for each scheduled maintenance visit, the cost of any small and large spares, the cost of refills (where required as a result of use of the fire extinguisher on a fire) and cost of the first test discharge undertaken by the Company.

14.1.1.5. FX Essential Maintenance Service: - The standard Charge for the FX Essential Maintenance Service package covers the cost of labour for each planned maintenance visit for fire extinguishers and fire blankets and for fire extinguishers only the cost of any small spares (where required as a result of fair wear and tear only), provided that the fire extinguishers and fire blankets have been previously maintained to the applicable British Standards and Codes of Practice. Any cost not covered will be treated as an Additional Charge payable by the Customer to the Company.

14.1.1.6. FX Premier Maintenance Service:- The standard Charge for the FX Premier Maintenance Service package covers i) the cost of labour for each planned maintenance visit for fire extinguishers and fire blankets, and ii) for fire extinguishers only the cost of any small and large spares (where required as a result of fair wear and tear only) and the cost of water/ foam (excluding wet chemicals) / hydrospray refills (where required as a result of the use of the fire extinguisher on a fire or a test discharge), provided that the fire extinguishers and fire blankets have been previously maintained to the applicable British Standards and Codes of Practice. Any cost not covered will be treated as an Additional Charge payable by the Customer to the Company.

14.1.1.7. Fire 360 Service Maintenance Service for portable fire extinguishers:- If the Fire360 Service is selected in the Agreement, the Company will inspect and test the Customer's portable fire extinguishers and replace such components and carry out refills as may be required due to fair wear and tear or if the fire extinguisher has been used on a fire.

14.1.1.8. Call Out Maintenance Service:- Subject to clause 14.1.2.3 below the Call Out for Maintenance Service is available during Normal Working Hours.

14.2. Charges for the FX Essential or FX Premier Maintenance Service

14.3. Minimum Maintenance Charge (planned maintenance)

If the FX Essential Maintenance Service or FX Premier Maintenance Service is selected in the Agreement, the Customer shall pay the Minimum Maintenance Charge calculated as follows:

- any Additional Charge due (this may include spare parts and/or refills).

- The Attendance Charge specified in the Agreement to attend each Site on each planned visit under the FX Essential or FX Premier Maintenance Service, OR, if unspecified the Company's then current attendance charge for the FX Essential or FX Premier Maintenance Service.
PLUS
 - The current applicable Unit Cost for the fire extinguishers and for fire blankets multiplied by their number (as applicable) for which the Company provides the FX Essential or FX Premier Maintenance Service at the Site or Sites.

The Customer shall pay any Additional Charge due under the Agreement (this may include spare parts and/or refills or the replacement of fire blankets).

14.3.1. Call Out Charge

The Customer shall pay the Call Out Charge described below:

- The Attendance Charge for the Call Out of either as applicable the Company's then current basic Call Out Charge (during Normal Working Hours) or its then current premium Call Out Charge (outside Normal Working Hours).
PLUS
 - The applicable Unit Cost of the fire extinguishers and fire blankets multiplied by their number (as applicable) for which the Company provides the Maintenance Service at the Site during the Call Out.
PLUS
 - Any Additional Charge due under the Agreement (this may include spare parts and/or refills or replacement of fire blankets)

14.4. Charges for Gold Maintenance Service 1, 2, 3 or 4

14.4.1. Scheduled Maintenance Charge

If a Gold 1, 2, 3 or 4 Maintenance Service package is selected, the Customer shall pay whichever is the higher of:

- the Minimum Maintenance Charge specified in the Agreement, or if unspecified then the Company's then current attendance charge for the applicable Gold Maintenance Service, **plus** any Additional Charge due (this may include spare parts and/or refills), or,
- the Company's then current unit charge for the fire extinguishers multiplied by the number of the fire extinguishers for which the Company provides the selected Gold Maintenance Service package at the Site, **plus** any Additional Charge due (this may include spare parts and/or refills).

14.4.2. Call Out Charge

If a Gold 1, 2, 3 or 4 Maintenance Service package is selected, the Customer shall pay:

- the Call Out Charge specified in the Agreement, OR if unspecified then either as applicable the Company's then current basic Call Out Charge (during Normal Working Hours) or its then current premium Call Out Charge (outside Normal Working Hours); and
- the Company's then current unit charge for the fire extinguishers multiplied by the number of fire extinguishers for

14.5. Charges for Fire 360 Service Maintenance Service

- 14.5.1.** The Customer shall pay the Charge specified in the Agreement for planned maintenance in accordance with the Agreement, OR if unspecified then the Company's then current attendance charge for the applicable Maintenance Service.
- 14.5.2.** The Customer shall pay a Call Out Charge calculated as the Company's then current basic Call Out Charge (during Normal Working Hours) or its then current premium Call Out Charge (outside Normal Working Hours), and pay at the Company's current rates for any components and refills not covered by 14.1.1.7.
- 14.5.3.** Any Additional Charge due (this may include spare parts and/or refills).

14.1.3. Additional Charges

- 14.1.3.1.** Spare parts and refills required but not included in the Charge for the Maintenance Service package or required due to Improper Use

The Company will make an Additional Charge for spare parts and refills required if the cost of spare parts or refills is not included in the Charge for the Maintenance Service package selected in the Agreement, or if spare parts and/or refills are required as a result of neglect, tampering, misuse or discharge of the fire extinguisher for an Improper Use.

14.1.3.2. Additional equipment on Site

The Company will inspect all additional fire blankets and inspect and test all additional fire extinguishers above the number of units shown in the Agreement that the Company finds on Site unless the Customer tells the Company otherwise, and the Company will make an Additional Charge for the provision of the Maintenance Service for those additional fire blankets and fire extinguishers at the Company's then current rates.

which the Company provides the Maintenance Service at the Site during the Call Out, and,

14.1.3.3. Necessary additional work which does not form part of the Maintenance Service

14.1.3.3.1. The Company shall make an Additional Charge at the list price then current for any additional work necessary which does not form part of the Maintenance Service, the Company shall determine at its sole discretion if the work does not form part of the Maintenance Service and should be classed as additional work which includes:

- 14.1.3.3.1.1.** replacing, refilling or recharging Customer owned portable fire extinguishers and fire blankets after Improper Use;
- 14.1.3.3.1.2.** replacing missing or damaged Customer owned portable fire extinguishers and fire blankets, or replacing missing or damaged parts;
- 14.1.3.3.1.3.** replacing spare parts required for Customer owned portable fire extinguishers and fire blankets as a result of tampering, Improper Use or neglect; or,
- 14.1.3.3.1.4.** bringing Customer owned portable fire extinguishers and fire blankets up to the current industry or British standard.

The Customer must pay for the replacement of fire extinguishers and fire blankets at the Company's current list price, unless a replacement is

14.1.3.4. Replacement

required because of the Company's fault. If the Company replaces any fire extinguisher it may replace it with similar reconditioned units.

15. MONITORING SERVICE

15.1. Commencement

The Company's monitoring of the System and its liability for the provision of the Monitoring Service in accordance with this Agreement shall commence from the date the System is connected to the Communications Centre.

15.2. Information

The Customer shall immediately complete and return to the Company the "Keyholder and Monitoring Information Form" specifying the Chosen Keyholders. It is the Customer's responsibility to make sure the Chosen Keyholders details provided are accurate and to notify the Company immediately in writing of any changes. The Customer must provide in writing any information the Company reasonably requests.

15.3. Action on receipt of fire alarm signal

Fire alarm signals received from the System at the Communications Centre (which includes any line fault signal) will be managed by the Company in accordance with the "CFOA Protocol for the Reduction of False Alarms & Unwanted Fire Signals" policy available at: <http://www.cfoa.org.uk/10863> and with the local Appropriate Authority requirements, and the Company will inform the Appropriate Authority and/or will tell the Customer or the Chosen Keyholder that a signal was received. The Company shall not be liable if the Appropriate Authority does not respond to a signal.

15.4. Action on receipt of security alarm signal – no longer Custodian

15.4.1. All security alarm signals received from the System at the Communications Centre from the System (which includes any line fault signal) will be managed in accordance with:

15.4.1.1. the agreed document which lists the Chosen Keyholder and response procedure on an alarm activation, and,

15.4.1.2. the current version of the SMC Administrative and Operational Booklet which is part of this Agreement and will be updated from time to time, therefore the Customer should read this Booklet and review it at reasonable intervals. The Booklet is available at: <https://www.smc-net.co.uk/en/uk/about/quality/>

15.5. Contacting the Appropriate Authority

The Company will not have to tell the Appropriate Authority if either the Appropriate Authority has not given the Company a unique reference number ('URN') for the Site, or it has withdrawn a URN for the Site or if the Appropriate Authority has stopped the police or fire brigade coming out to alarm calls for any reason. However, if the police fire brigade does not go to the Site for any of these reasons, the Company will tell the Chosen Keyholder about any alarm signals it receives at the Communications Centre.

15.6. Contacting the Chosen Keyholders

If the Company has to contact the Chosen Keyholders under the relevant procedure set out in clauses 15.3 and 15.4 or because clause 15.5 applies, the Company will try to contact them in the order which the Customer provided them to the Company. The Company will not have to contact all the Chosen Keyholders if the Company makes contact with any Chosen Keyholder or has tried to make contact with each Chosen Keyholder, but has not been able to contact any of them.

15.7. System compatibility

The System must be compatible with the Company's monitoring equipment and configured to meet the Company's standard reporting requirements. The Company reserves the right to change its requirements by notifying the Customer and the Customer is liable for any consequential costs it incurs by as a result of such a change.

15.8. Maintenance

If the System is connected to the Communications Centre it must be installed, maintained and used in accordance with the current British Standard. The System should have a routine schedule of maintenance and inspection. The Customer and its maintenance provider (if not the Company) shall verify routinely that all monitored signals are transmitted and received correctly to the Communications Centre.

15.9. Appropriate Authority

15.9.1. If the Appropriate Authority asks the Customer to complete their indemnity form in respect of false alarm signals (or unwanted alarm signals), the Customer must fill it in and return it to the Appropriate Authority and pay their charges resulting from such false or unwanted signals.

15.9.2. The Customer must indemnify the Company if the Appropriate Authority enters a Site as a result of a genuine, false or unwanted alarm signal.

15.9.3. The Customer may be charged by the Appropriate Authority in the event of a false activation of the System. The Customer will be liable to pay for those charges directly to the Appropriate Authority and these cannot be set-off, counterclaimed, deducted or withheld against the Company's Charges or against any other Agreement.

15.10. Block Terminal

If a block terminal is installed as an existing telephone line can be used for monitoring the Company will arrange it and an Additional Charge will either appear on the Customer's Service Provider bill or the Company will make an Additional Charge on the Service Provider's behalf.

15.11. Additional Charges

The Company will make an Additional Charge for the following:

15.11.1. for connecting the System to the Communications Link;

15.11.2. for any amount the Company has to pay the Appropriate Authority if the charge is to do with monitoring the System. However, the Customer will not have to pay this Additional Charge if it flows from the Company being negligent, or from not having carried out its obligations under this Agreement;

15.11.3. for the cost of any required modem compatibility device;

15.11.4. for the charge (if any) the Company has to pay for the use of the Signalling Device; and

15.11.5. for any work required because the Customer makes any changes to its network settings and System communication is disrupted.

15.12. Keyholder Care Service

15.12.1. If the Keyholder Care Service is selected in the Agreement on receipt of an alarm activation by the Communications Centre a text will be sent immediately to the Chosen Keyholder with a Call Out reference number. Unless otherwise indicated by the Customer, the Chosen Keyholder has a 60 minute response time during which to call the Communications Centre to close the call using the Call Out reference number provided.

15.12.2. If the Chosen Keyholder does not contact the Communications Centre within 60 minutes or any alternative time frame specified by the Customer, the Communications Centre will follow the Customer's Site specific escalation procedures.

15.13. Push notification, CCTV image access

15.13.1. If requested by the Customer, the Company will provide details of where the Customer can download the smart phone application necessary for push notification and/or CCTV image access.

15.13.2. Once the Customer has downloaded the smart phone application for push notification the Customer's smart phone will receive notification of selected System activations and have access to System status. Once the Customer has downloaded the smart phone application for CCTV image access the Customer's smart phone will be able to access images from the CCTV System.

15.13.3. It is the Customer's responsibility to ensure that its smart phone is switched on and functioning properly so that it can receive notifications. The Company does not accept liability for failure of the Communications Link used for push notification or CCTV image access.

15.14. Keyholder Only Response (fire alarm signal)

If the Keyholder Only response Service is selected in the Agreement on receiving a fire alarm signal the Company will only contact the Chosen Keyholders in accordance with this Agreement. As part of the Keyholder Only Response Service the Company will provide an automated response in accordance with EN 54-21 Grade 2 to the Chosen Keyholders if the Communications Centre does not receive a signal in a five hour period from a fire alarm fitted with the appropriate equipment confirming that the fire alarm is still functioning.

15.15. ChubbView Cloud Service

The Company will supply an adaptor that once connected to the Customer's CCTV system connects to the cloud and after the Customer has downloaded an application allows the Customer to receive on their smartphone or tablet / computer motion alerts and view real time images from the Customer's CCTV cameras. The Specification will specify the number of ChubbView Cloud Service adaptors to be supplied by the Company to the Customer and the agreed length of storage of the Customer's images on the cloud. The warranty offered by the Company for the ChubbView Cloud Service adaptor shall be in accordance with clause 2.7.

15.1.1. Each ChubbView Cloud Service adaptor can support up to 8 camera channels. Any additional capacity requirements shall require an additional ChubbView Cloud Service adapter and Additional Charges.

15.1.2. If usage exceeds an average of 6 hours a day per camera over a month the Company may increase the Charges.

15.1.3. The Customer may apply once annually in writing from the anniversary of this Agreement to reduce the number of ChubbView Cloud Service adaptors or the length of storage of images. Unless otherwise agreed by the Company in writing any reduction in relation to ChubbView Cloud Service adaptors shall be limited to 15% in one year and the Company will adjust Charges in a fair and reasonable way.

15.1.4. Unless agreed otherwise in writing by the Company, payment for the ChubbView Cloud Service shall be by direct debit, payment timing and terms to be agreed.

15.1.5. Any video that recorded by the Customer using the **ChubbView Cloud Service** is stored in the cloud which is hosted in Ireland by Amazon Web Services.

15.1.6. The Customer can extract and download all of the Customer's video using the features of the ChubbView Cloud Service. If the Customer has a valid reason, such as wanting video as evidence in a court case, the Company if contacted can help speed this process for the Customer. The only personal data that the Company stores other than the Customer's video is the Customer's email address, device names and the titles and descriptions of the Customer's clips – all of these things can be seen in the application.

15.1.7. The Company disclaims any specific promises about the ChubbView Cloud Service. For example, the Company does not make any commitments about the content within the ChubbView Cloud Service, the specific functions of the ChubbView Cloud Service or their reliability, availability or ability to meet your needs. We provide the ChubbView Cloud Service "as is".

15.1.8. Through the Customer's use of the ChubbView Cloud Service, the Company gives the Customer a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to the Customer as part of the ChubbView Cloud Service. The Customer agrees not to use or launch any automated system that can access the video content through the ChubbView Cloud Service, or performing automated registration to the ChubbView Cloud Service, in a manner that sends more request messages to the Company's servers in a given period of time than a human user can reasonably produce in the same period by using a conventional web browser, or automatically records the content of channels in a given period of time than a user can reasonably watch.

15.1.9. In connection with the Customer's use of the ChubbView Cloud Service, the Customer may receive service announcements, administrative messages and other information. The Customer may opt out of some of those communications.

16.1. Delivery and title

If the FX Plus Rental Service is selected in the Agreement the Company will deliver the number and type of Rental Fire Extinguishers specified in the Agreement to the Site or Sites specified in the Agreement. The Company's fire extinguishers may be new or reconditioned but will be in good condition and ready to be used. The Company shall retain title in the fire extinguishers.

16.2. Prohibited actions

16.2.1. The Customer must not:

16.2.1.1. move the Rental Fire Extinguishers, or allow them to be moved off the Site without permission;

16.2.1.2. sell, transfer, sublet or abandon the Rental Fire Extinguishers, or give someone else a legal right over them;

16.2.1.3. use the Rental Fire Extinguishers as security for a loan;

16.2.1.4. allow any person other than the Company's representative to maintain the Rental Fire Extinguishers; or,

16.2.1.5. try to repair or take apart the Rental Fire Extinguishers or let anyone other than the Company's representative do so.

16.3. The Customer's responsibilities

16.3.1. The Customer shall take full responsibility for the Rental Fire Extinguishers and if lost or damaged while in its possession, pay for a replacement at the Company's list price current at the time the loss or damage is reported to the Company. The Company's terms and conditions of sale will apply to any replacement fire extinguishers the Company provides, except that the Customer will not own the Rental Fire Extinguisher and must continue to pay rent for the fire extinguisher until the Agreement ends.

16.3.2. The Customer shall:

16.3.2.1. protect the Rental Fire Extinguishers from unsuitable operating conditions (including freezing temperatures and, if kept outdoors, unfavourable weather) while on the Site;

16.3.2.2. tell the Company immediately if a fire extinguisher has been used, damaged or loses pressure;

16.3.2.3. give the Company at least 21 days' notice in writing before it moves its business from the Site;

16.3.2.4. let the Company collect the Rental Fire Extinguishers from the Site (or any other place where Rental Fire Extinguishers are kept) when the Agreement ends. The Rental Fire Extinguishers include any replacements supplied to the Customer under clause 16.3.1.

16.4. The Maintenance Service in relation to the FX Plus Rental Service

16.4.1. Each year the Company shall carry out maintenance during Normal Working Hours to any applicable current industry or British Standard. Maintenance means inspecting and testing Rental Fire Extinguishers, and replacing worn or faulty parts and replacing or refilling the Rental Fire Extinguishers if this is needed as a result of fair wear and tear or after use on a fire. If the Company replaces Rental Fire Extinguishers, parts or refills as part of maintenance it will not charge for this.

16.4.2. The Company will make an Additional Charge for:

16.4.2.1. replacing, refilling or recharging Rental Fire Extinguishers after Improper Use;

16.4.2.2. replacing missing or damaged Rental Fire Extinguishers or parts;

16. FX PLUS RENTAL SERVICE

16.4.2.3. replacing spare parts required as a result of neglect, tampering, misuse or discharge of the Rental Fire Extinguisher for an Improper Purpose; or,

16.4.2.4. bringing the Rental Fire Extinguishers up to the current industry or British standard.

16.4.3. The first maintenance visit will be carried out 12 months after the Order Date and subsequent maintenance visits will be in the same month.

16.4.4. If the Company does not carry out the Maintenance Service of Rental Fire Extinguishers within 30 days either side of the same month each year the Company should carry it out the Customer must give the Company written notice, and the Company will carry out the Maintenance Service either within 10 days of the date it receives the written notice or on any later date the Customer requests, and if the Company does not meet that date the Customer can give the Company written notice to end the Agreement unless the Customer has not met its obligations in the Agreement or the Company was prevented under clause 7 from meeting the Company's obligations to the Customer.

16.4.5. After a maintenance visit or a Call Out the Company will leave a certificate of inspection showing the Rental Fire Extinguishers worked on, and refills, parts or Rental Fire Extinguishers supplied.

16.4.6. The Customer must pay for the replacement of Rental Fire Extinguishers at the Company's then current list price, unless a replacement is required because of the Company's fault. If the Company replaces any Rental Fire Extinguishers, it may replace them with similar reconditioned units.

16.5. Call Out under the FX Plus Rental Maintenance Service

16.5.1. In the event of a Call Out, unless the Company needs to replace such components and carry out such refills as may be required, due to fair wear and tear, because the Rental Fire Extinguishers have been used on a fire, or because the replacements were necessary due to the Company's fault the Company shall:

16.5.1.1. make an Additional Charge for the Call Out of either the Company's then current basic Call Out Charge (during Normal Working Hours) or its then current premium Call Out Charge (outside Normal Working Hours), and,

16.5.1.2. make an Additional Charge at the Company's then current rates for refills and components used.

16.6. Collection, safe keeping or sale of the rented fire extinguishers after the Agreement ends

16.6.1. The Customer must keep the Rental Fire Extinguishers for at least one month after the Agreement has ended unless the Company collects them before then. The Customer must let the Company collect its Rental Fire Extinguishers from the Site or any other place where the Rental Fire Extinguishers are being kept when the Agreement ends.

16.6.2. The Company may, on Customer request, sell to the Customer some or all of the Rental Fire Extinguishers when the Agreement ends.

17. FIRE CONSULTANCY SERVICE AND FIRE SAFETY TRAINING SERVICE

17.1. Fire Consultancy Service

17.1.1. If the Fire Consultancy Service is selected in the Agreement the Company will visit the Site or Sites, assess the fire risk at the Site or Sites and provide a written fire risk assessment report setting out the Company's assessment of the fire risk and the Company's recommendations to mitigate fire risk. The selection of the type of the fire risk assessment service provided is determined by the level of risk associated with the building and its occupants.

17.1.2. The Fire Consultancy Service may be provided as described in the Proposal either during the first year of the Agreement only, or for the period specified in the Proposal.

17.2. Fire Safety Training Service

17.2.1. If selected in the Agreement the Fire Safety Training Service will be provided by the Company. Fire warden training may include general training about the applicable fire extinguishers, fire detection and alarm system, fire evacuation drills and weekly fire alarm tests.

17.2.2. If the Customer has chosen training at an open venue, the training will be provided at off-site events which are held regularly at a number of locations in the UK, however, if the Customer has chosen to upgrade to on-site training the Customer will not receive a place at a training course.

17.2.3. The Fire Safety Training Service will be provided during the first year of the Agreement as specified in the Proposal.

17.3. Cancellation or postponement of appointments

17.3.1. A Customer that is a Consumer may exercise the right to cancellation during the "cooling off" period described in the Agreement.

17.3.2. Subject to clause 17.3.1.above a Customer that cancels or postpones any appointment for the provision of the Fire Consultancy Service or the Fire Safety Training Service shall, to compensate the Company for its resulting losses and expenses, pay to the Company as damages the applicable percentage of the Charge and the administration fee shown in the tables below:

Cancellation

Number of weeks' notice required before appointment cancelled	% of Charge payable by Customer	Administration fee payable by Customer £
More than 4 weeks	None	None
4 weeks to 1 week	25%	£25
1 week or less	50%	£25
On the day	100%	None

Postponing until a later date

Number of weeks' notice required before appointment cancelled	% of Charge payable by Customer	Administration fee payable by Customer £
More than 4 weeks	None	None
4 weeks to 1 week	None	£25
1 week or less	25%	£25
On the day	50%	£25

18. INSTALLATION AND / OR EXTENSION OF A SYSTEM

18.1. Completion

The Company will install and/ or extend the System within a reasonable time of the date agreed in writing.

18.2. Handover Certificate

After Commissioning the System, the Company will fill in and the Company and the Customer will sign a Handover Certificate showing the Installation Date or Extension Date. This certificate will be proof that the work has been carried out. If the date the System is connected to the Communications Centre is delayed, this will not affect the Installation Date or Extension Date shown in the Handover Certificate.

18.3. Acceptance

The Customer shall accept the System for installation or extension when it is delivered, whether in whole or in part, and take full responsibility for it. If the Customer does not accept delivery of the System (or any part of it) on the date of the delivery, the Company can put it in storage and the Customer shall have to pay the amount shown on our invoice. The Company will still own the System and will only pass ownership to the Customer on the receipt of payment in full. If the Customer ends this Agreement before the Company is paid in full, the Company may enter the Site or other premises where the System is kept and repossess it or any part of it. If the Customer does not let the Company into the Site, the Customer must deliver the System immediately to the Company at the nearest branch address.

18.4. Deposit, and Installation and / or Extension Charges

18.4.1. Deposit:

Unless otherwise agreed in writing the Customer must pay by the due date specified in the Company's invoice a non-refundable deposit of 25% (or such other amount as agreed in writing) of the Installation Charge or Extension Charge (as applicable).

18.4.2. Installation Charge and Extension Charge

On final Commissioning the balance of the Installation Charge or Extension Charge (as applicable) shall be payable and the Customer must pay the amount due by the due date specified in invoice from the Company.

18.4.3. Stage payments

At the Company's discretion the Installation Charge or Extension Charge or its balance (as applicable) may be paid in monthly instalments that reflect the value of the work completed, and each monthly instalment must be paid by the due date specified in the invoice from the Company.

18.4.4. Handover Certificate and payment

Failure by the Customer to pay any of the Installation Charges or Extension Charges or their balances will prevent the Handover Certificate being issued to the Customer. If in the Company's opinion the Customer prevents final Commissioning including but not limited to the connection of the System to the Communications Centre, or if in the Company's opinion on final Commissioning the Customer prevents the issue of the Handover Certificate, the Company reserves the right to invoice the Customer for the value of the work completed to that point in time.

18.4.5. Changes to Installation Charges and Extension Charges

In relation to an Installation Charge or an Extension Charge where the programme of work will take 3 months or longer to carry out the Company can change the Installation Charge or Extension Charge to take account of change in the BEAMA (British Electrotechnical and Allied Manufacturer's Association) Labour and Material Cost Indices during any month of the programme of works, the change will be applied to the Charge for the month in which the change occurs.

19. CONTACT DETAILS

If you have any doubts, questions or complaints about the Services we provide please contact **EITHER your local branch, OR** the following:

Chubb Fire & Security Ltd - Terms & Conditions (MULTISITE TABLET AND SECURITY PROPOSAL) – v7 – JAN 2025

For fire consultancy and fire safety training:

FAO: Fire Consultancy and Fire Safety Training
Chubb Fire & Security Limited
Shadsworth Road
Blackburn
BB1 2PR

Fire consultancy telephone number: 01254 295090.

Fire safety training telephone number: 01254 295095.

For any other Service provided under this Agreement:

Chubb Fire & Security Limited
Customer Contact Centre
Shadsworth Road
Blackburn
BB1 2PR

Telephone number:
0344 879 1770.

If you are not happy with the resolution you may wish to contact the European Online Dispute Resolution organisation at https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home_chooseLanguage