

PROPERTYSEC

Standard Terms and Conditions

Property Security Services (PSS) Limited

Trading as Propertysec | Registered in England and Wales | Company No. 12310157



PROPERTYSEC

Version 3.0 | Effective from 25 May 2026

Supersedes all previous versions including v2 (September 2025) and the standalone Product Sales Terms and Conditions.

Summary

This summary is provided for the Customer's convenience only and does not form part of the Contract. The full terms are set out in the clauses that follow.

- › All rates are subject to VAT at the standard rate.
- › **Payment Terms:** Account Holders — within 30 days of invoice date. Non-Account Holders — payment in cleared funds prior to delivery or installation, subject to credit checks.
- › All quotations are valid for 30 days from the date of issue.
- › The first invoice includes installation and removal charges (where applicable) and the first 4-weeks rental charges. Subsequent invoices are issued every 4 weeks.
- › Cancelling an installation or removal while the Company team is on-site incurs a minimum charge of £300 per operative.
- › Waiting time for access on-site is charged at £30 per hour per operative.
- › All Hired Equipment remains the property of the Company (or its supplier). The Customer is liable for repair or full replacement cost of any Hired Equipment that is lost, stolen, damaged or destroyed during the hire period, save where caused by the Company's default or negligence.
- › The Customer is required to maintain all-risks insurance on all Hired Equipment for its full replacement cost throughout the hire period and to evidence such insurance to the Company on request.
- › The minimum hire period for all rental products is 4 weeks.
- › If access is restricted on the agreed installation or collection date, the Company reserves the right to rearrange and charge for re-attendance, including additional rental until the equipment is collected.
- › Where the Company sources equipment from a third-party supplier (such as Maltaward (Barriers) Limited or CLD Fencing Systems Limited) for onward hire to the Customer, the Customer is liable on a back-to-back basis for any charge, invoice or claim made by that supplier against the Company in respect of loss of or damage to that equipment.

For full terms, please refer to the clauses that follow.

1. Interpretation

1.1 In these Terms (as defined below) the following words have the following meanings:

"Applicable Data Protection Laws": the UK GDPR, the Data Protection Act 2018 and any other Applicable Law which relates to the protection of personal data;

"Applicable Law": all laws, regulations, directives, statutes, subordinate legislation and common law that apply to the subject matter of the Contract;

"CCTV System": has the meaning given to it in clause 7.7.1(a);

"Charges": has the meaning given to it in clause 11.1;

"Company": Property Security Services (PSS) Limited, trading as Propertysec, a company registered in England and Wales with company number 12310157 and whose registered office is at 1-5 Fowler Road, Hainault Business Park, Hainault, Essex, IG6 3UT (or as otherwise notified to the Customer from time to time);

"Confidential Information": has the meaning given to it in clause 14.1;

"Contract": collectively the Proposal and these Terms;

"Customer": the person, firm or company that has entered into the Contract with the Company and is named as such in the Proposal, including for the avoidance of doubt any business customer that has placed an order with the Company by any means;

"Customer Personal Data": any personal data which the Company processes in connection with the Contract in the capacity of a processor on behalf of the Customer;

"Customer Property": any fixtures, fittings, assets, items, equipment, documents, materials or other physical possessions at the Site, but excluding the Deliverables;

"Defective Services": has the meaning given to it in clause 4.2;

"Deliverables": the Purchased Deliverables and/or the Hired Equipment (as the context requires);

"Disclosing Party": has the meaning given to it in clause 14.1;

"Duration": has the meaning given to it in clause 17.1;

"Employment Regulations": has the meaning given to it in clause 18.1;

"Hired Equipment": any equipment, hardware, products and/or materials that are hired or leased by or on behalf of the Company to the Customer as set out in the Proposal or otherwise supplied by the Company to the Customer on a hire or rental basis, which may include security doors, screens, fencing (including ballast-mounted, V-Mesh and anti-climb fencing), hoarding, CCTV towers and cameras, Sentinel perimeter intrusion detection (PID) devices, Audio Challenge Units, Reconeyez devices and detectors, intruder alarms, concrete blocks, concrete barriers, Jersey barriers, kentledge blocks, TVCBs, anti-vehicle barriers, hostile vehicle mitigation (HVM) products, planters, bollards, steel road plates, and any other security, perimeter protection or temporary works equipment, in each case regardless of whether such equipment is owned by the Company or sourced by the Company from a third-party supplier, manufacturer or hire principal;

"Indebtedness": any obligation to pay or repay money (whether present or future, actual or contingent, joint or sole);

"Insolvency Event": any of the events set out in clauses 17.3.3 to 17.3.12 (inclusive);

"Intellectual Property Rights": any and all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Maintained Equipment": has the meaning given to it in clause 7.2.1;

"Minimum Period": has the meaning given to it in clause 17.1;

"Party": the Company and/or the Customer (as the context requires) and "Parties" shall be construed accordingly;

"Proposal": the proposal, quotation, order acknowledgement or instruction form (or equivalent document) issued by the Company to the Customer pursuant to, and incorporating, these Terms to supply the Deliverables and/or the Services, and that has been accepted pursuant to clause 2.4;

"Purchased Deliverables": all equipment, hardware, products and/or materials that are supplied by or on behalf of the Company as part of the Services and which title transfers to the Customer pursuant to clause 5, including as set out in the Proposal;

"Receiving Party": has the meaning given to it in clause 14.1;

"Related Persons": has the meaning given to it in clause 14.1;

"Services": any services agreed in the Proposal to be supplied by or on behalf of the Company to the Customer;

"Site": has the meaning given to it in clause 3.1;

"Specification": the specification for the Deliverables and/or Services that is supplied by or on behalf of the Company to the Customer from time to time or agreed in writing by the Company, including as set out in the Proposal;

"Supplier Charge": has the meaning given to it in clause 6.1.7;

"Terms": the standard terms of business as set out in this document and as amended from time to time in accordance with clause 2.1;

"VAT": has the meaning given to it in clause 11.3;

"Warranty Claim": has the meaning given to it in clause 4.2; and

"Working Day": a day (other than a Saturday, a Sunday or a public holiday in England) on which banks in London are open for business.

1.2 In these Terms (except where the context otherwise requires):

1.2.1 words in the singular include the plural and vice versa, and a reference to any gender includes any other;

1.2.2 a reference to "a person" includes a natural person, company or unincorporated body (whether or not having separate legal personality);

1.2.3 a reference to "company" includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.4 a reference to legislation is to that legislation as amended, extended or re-enacted from time to time;

1.2.5 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under it;

1.2.6 any words following the terms "including", "include", "in particular" or any similar terms shall be construed as illustrative only and shall not limit the sense of the words preceding those terms; and

1.2.7 a reference to "writing" or "written" includes email but does not include fax.

1.3 Headings are for convenience only and do not affect the interpretation of these Terms.

1.4 The Contract is binding upon, and endures to the benefit of, the Parties and their respective personal representatives, successors and permitted assignees.

2. Application of these Terms

2.1 These Terms apply to all of the Customer's purchases of Deliverables and/or Services from the Company. No variation to these Terms shall have effect unless expressly agreed in writing and signed by a duly authorised representative of each Party.

2.2 On any request by the Customer for the supply of Deliverables and/or Services, each Party shall use its reasonable endeavours to agree the Proposal.

2.3 A request by the Customer for the supply of Deliverables and/or Services is deemed to be an offer by the Customer subject to these Terms. The Company is not obliged to accept any such request.

2.4 The Proposal is not deemed accepted, and neither Party has any rights or obligations in respect of the Proposal or the Contract, unless and until (i) each Party has executed the Proposal in writing, or (ii) the Company begins providing the Deliverables and/or Services pursuant to it, whichever is earlier.

2.5 It is the Customer's responsibility to ensure that the terms of the Proposal and any applicable Specification are complete and accurate.

2.6 Any quotation given by the Company is not an offer and is given on the basis that no contract comes into existence until the Proposal has been accepted pursuant to clause 2.4. Unless otherwise specified by the Company, a quotation is valid for a period of thirty (30) days from its date.

2.7 The accepted Proposal, together with these Terms, forms the Contract, which is a separate contract between the Company and the Customer and constitutes the entire agreement and understanding between them in respect of its subject matter.

2.8 These Terms are the only terms and conditions on which the Company is willing to deal with the Customer. They govern the Proposal to the entire exclusion of all other terms and conditions.

2.9 No terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, acknowledgement or acceptance of order, specification or other document (which are not referred to in the Proposal), and no terms or conditions implied by trade, custom, practice or course of dealing, shall form part of the Contract. The Customer waives any right which it might otherwise have to rely on such terms and conditions.

- 2.10** All terms, conditions, warranties and other statements that would otherwise be implied or imposed by statute, common law, trade custom or practice, course of dealing or otherwise are excluded from the Contract to the fullest extent permitted by Applicable Law.
- 2.11** The Customer acknowledges that it has not relied on, and shall have no remedy in respect of, any statement, representation, assurance, warranty or understanding made or given by or on behalf of the Company (whether innocently or negligently) which is not expressly set out in the Contract. The Customer shall not have any claim for innocent or negligent misrepresentation based on anything in the Contract.

3. Performance

- 3.1** The Company shall supply the Deliverables and/or the Services in respect of the premises stated in the Proposal and/or as otherwise agreed in writing between the Parties from time to time (the "Site").
- 3.2** The Customer warrants and represents that it is the owner of the Site, or the authorised agent of the owner. The Customer further warrants that the Site will not be occupied at any time at which the Company has been instructed to provide the Deliverables and/or Services, or that if the Site is occupied, the occupier has no objection to the provision by the Company of the Deliverables and/or Services at the Site.
- 3.3** The Customer shall ensure that the Site (including access to the Site and any unloading area required by the Company) is at all times suitably prepared and readily accessible by the Company in accordance with the Contract and the reasonable instructions given by or on behalf of the Company.
- 3.4** The Customer shall at all times have and maintain all licences, permissions, authorisations, consents and permits that it needs to receive the Deliverables and Services (including access to any Site).
- 3.5** The Customer is solely responsible for ensuring that the Site is safe in all respects (including compliant with all Applicable Law relating to health and safety) for the Company to supply the Deliverables and the Services.
- 3.6** The Customer shall provide adequate electricity, lighting, internet connection, telecommunications, heating, storage space (including lockable storage), water and other utilities as specified in the Proposal or as reasonably required by the Company from time to time.
- 3.7** In the absence of a safe and secure working environment, the Company reserves the right to terminate the Contract by reason of material breach incapable of remedy pursuant to clause 17.3.1.
- 3.8** The Customer must inform the Company in writing of any shortages of Deliverables in terms of quantity delivered and/or installed within ninety-six (96) hours of the Deliverables being (or which should have been) delivered, failing which the quantities recorded by the Company on its delivery documentation shall be conclusive.
- 3.9** Any dates specified by the Company for providing the Deliverables and/or Services are estimates only, and time for delivery is not of the essence. If no dates are specified, delivery will be within a reasonable time.
- 3.10** If a date is agreed for the supply of Deliverables and/or Services and the Customer subsequently wishes to postpone or cancel that date, or through the Customer's act or omission prevents the Company from completing the supply on that date, the Company reserves the right to charge the Customer for the full amount of the Charges that would otherwise have been payable, and to apply further charges for any rearranged date.

4. Warranty

- 4.1** The Company warrants that, upon delivery and for a period of three (3) months from the date of delivery, the Services shall:
- 4.1.1** be performed with reasonable care and skill; and
 - 4.1.2** conform in all material respects with their description in any applicable Specification.
- 4.2** Where there is a breach of warranty under clause 4.1 ("Defective Services"), the Customer must give written notice of the Defective Services to the Company (a "Warranty Claim"):
- 4.2.1** in the case of Defective Services that are reasonably apparent on normal visual inspection, within five (5) Working Days of delivery of the Services to which the defect relates; and
 - 4.2.2** in the case of Defective Services that are not apparent on normal visual inspection, within five (5) Working Days after such Defective Services become reasonably apparent.
- 4.3** The Customer shall provide the Company with a reasonable opportunity to assess the Warranty Claim and the associated Defective Services. If the Company approves the Warranty Claim (such approval not to be unreasonably withheld or delayed), the Company shall at its option either correct or re-perform the Defective Services or refund the relevant part of the Charges.
- 4.4** If the Company complies with clause 4.3, it shall have no further liability in respect of the Defective Services.

- 4.5** The Company shall not be liable for Defective Services if:
- 4.5.1** the Customer does not submit a Warranty Claim in accordance with clause 4.2;
 - 4.5.2** the Defective Services arise from the Company following any specification or other technical instruction provided by the Customer; and/or
 - 4.5.3** the Defective Services arise through the Customer's act or omission (including its breach of the Contract or negligence) or that of a third party not under the control of the Company.
- 4.6** Any works by the Company in respect of a Warranty Claim will be undertaken on a Working Day between 09:00 and 17:00 (UK time).
- 4.7** This clause 4 shall apply in respect of any corrected or re-performed Defective Services for any unexpired part of the three (3) month period referred to in clause 4.1.
- 4.8** To the maximum extent permitted by Applicable Law, the Company does not provide, and hereby excludes, all warranties, guarantees and similar in respect of any Deliverables, except that the Company will endeavour to pass on to the Customer the benefit of any manufacturer warranty or guarantee given in respect of those Deliverables, which shall be the full extent of the Company's responsibility and liability in this regard.

5. Deliverables — title, risk and customer obligations

- 5.1** Unless expressly stated to the contrary in the Proposal:
- 5.1.1** all title to the Hired Equipment shall remain with the Company (or its manufacturer, supplier or hire principal, as the case may be) and no ownership of the Hired Equipment shall pass to the Customer under any circumstance; and
 - 5.1.2** ownership of the Purchased Deliverables shall pass to the Customer upon the Company's receipt (in cleared funds) of all sums due in respect of those Purchased Deliverables. Until that time, the Customer shall comply with the provisions of clauses 5.3 to 5.5 in respect of the Purchased Deliverables as if they were Hired Equipment.
- 5.2** All Deliverables shall be at the risk of the Customer from the completion of delivery to the Site or, where the Customer collects the Deliverables, from the time at which the Deliverables are made available for collection.
- 5.3** The Customer shall, from the completion of delivery until (in the case of Hired Equipment) the Hired Equipment has been returned to the Company in good condition (fair wear and tear excepted), or (in the case of Purchased Deliverables) ownership has passed to the Customer pursuant to clause 5.1.2:
- 5.3.1** hold the Deliverables as the Company's bailee on a fiduciary basis;
 - 5.3.2** keep the Deliverables separate from all other equipment, hardware, assets and other goods of or in the possession of the Customer (including the Customer Property) in such a way that they remain readily identifiable as the property of the Company;
 - 5.3.3** not destroy, deface, remove, obscure or in any way alter any identifying mark or packaging on or relating to the Deliverables;
 - 5.3.4** not damage or destroy any Deliverables;
 - 5.3.5** not alter, modify, repair, maintain or replace any Deliverables without obtaining the prior written consent of the Company;
 - 5.3.6** not resell, transfer, encumber, charge or create any security or other interest in respect of the Deliverables, including a lien;
 - 5.3.7** if any of the Deliverables is stolen or vandalised, immediately inform the police of the incident (providing all details requested) and then immediately inform the Company (providing all details reasonably required, including the information provided by the police authority and, where relevant, the crime reference number);
 - 5.3.8** give the Company such information relating to the Deliverables as the Company may from time to time reasonably require; and
 - 5.3.9** inform the Company immediately if there occurs, or if the Customer knows there is about to occur, any Insolvency Event.
- 5.4** Without prejudice to clause 6.1, the Customer is solely responsible for protecting all Hired Equipment and (until title passes) all Purchased Deliverables on or at any Site against loss, theft, damage or interference by third parties (including without limitation trespassers, vandals, intruders, travellers, contractors, sub-contractors, employees of the Customer and other visitors), and against accidental or deliberate damage caused by vehicles, plant or works on or in the vicinity of the Site. The Company shall have no liability for any such loss, theft, damage or interference.

5.5 If:

- 5.5.1** any of the termination rights for the Company arise pursuant to clauses 17.3 or 17.4 (whether or not the Company has exercised those rights);
- 5.5.2** the Company reasonably believes that any of those termination rights are about to arise; or
- 5.5.3** the Customer breaches any of the provisions of clauses 5.3, 5.4 or 6,

the Company may, without prejudice to any other rights or remedies it may have, exercise its rights under clause 17.5.1 to recover all Deliverables as if the Contract had been terminated.

- 5.6** The Customer grants the Company, its agents, consultants, sub-contractors and employees an irrevocable licence at any time to enter any premises where the Deliverables are or may be stored (including the Site) in order to inspect them or, in the event that clause 5.5 is exercised, or on expiry or termination of the Contract, to recover them.
- 5.7** If the Customer wishes to sell, transfer, assign, let, encumber, charge or otherwise dispose of its interest in any Site where a Deliverable is installed and title to that Deliverable does not belong to the Customer, the Customer shall first obtain the prior written consent of the Company. As a condition of that consent the Customer shall obtain a written undertaking from the acquiring person to be bound by these Terms as if it were the Customer. Until such undertakings are procured, the Customer shall remain fully liable for those Deliverables and shall indemnify, keep indemnified and hold harmless the Company (on a full indemnity basis) from and against all losses, damages, costs, expenses (including reasonable legal fees) and other liabilities incurred by the Company arising out of or in connection with a breach of this clause and/or retrieving or writing off the Deliverables.

6. Hired Equipment — specific provisions

- 6.1** Where the Company has agreed to provide Hired Equipment under the Proposal, the following provisions shall apply in addition to clause 5.

Use of Hired Equipment

- 6.1.1** The hire of Hired Equipment shall commence on the date specified in the Proposal or, if no date is specified, at the commencement of installation or, where the Company is not installing, on delivery to the Site.
- 6.1.2** The Customer shall not move, remove, take down, dismantle, adjust or refit the Hired Equipment. All such actions must be performed by the Company (or the Company's contractors) on the written request of the Customer and are subject to additional Charges.
- 6.1.3** The Hired Equipment shall only be maintained or repaired by or on behalf of the Company. The Customer shall not undertake (or appoint a third party to undertake) any maintenance or repair work to the Hired Equipment without the Company's prior written consent.
- 6.1.4** The Customer shall not sub-let, sub-hire or otherwise transfer the Hired Equipment to any third party without the Company's prior written consent or as otherwise expressly provided in the Proposal.

Loss of or damage to Hired Equipment

- 6.1.5** **If any Hired Equipment is lost, stolen, damaged or destroyed during the hire period from any cause whatsoever**, other than fair wear and tear or the default or negligence of the Company, the Customer shall on demand: (i) reimburse the Company in full for the cost of repair or, where repair is not reasonably practicable, the full replacement cost of that Hired Equipment, calculated by reference to (A) the Company's then-current damaged or lost equipment price list, or (B) the actual cost charged to the Company by its supplier, manufacturer or hire principal in respect of the relevant Hired Equipment, whichever is the greater; and (ii) continue to pay the Charges for the hire of that Hired Equipment up to and including the date on which a replacement Hired Equipment is delivered to the Site, or the date on which the Company recovers the Hired Equipment, whichever is the earlier.
- 6.1.6** For the avoidance of doubt, the Customer's liability under clause 6.1.5 is not contingent on the loss or damage having been caused by the Customer personally. It shall apply equally to loss or damage caused by any third party (including contractors, sub-contractors, visitors, trespassers, vandals, intruders and travellers on or with access to the Site) and to damage caused by vehicles, plant or works on or in the vicinity of the Site.

Back-to-back third-party supplier costs

- 6.1.7** **Where the Company has sourced any Hired Equipment from a third-party supplier, manufacturer or hire principal** (including without limitation Maltaward (Barriers) Limited and CLD Fencing Systems Limited), the Customer acknowledges and agrees that any charge, invoice, claim or demand made by that supplier, manufacturer or hire principal against the Company in respect of loss of, damage to, or repair or replacement of that Hired Equipment (each, a "**Supplier Charge**") shall be passed through to and paid by the Customer on a back-to-back basis. The Customer shall reimburse the Company on demand for any

Supplier Charge, together with the Company's reasonable administration costs in handling and processing the Supplier Charge, save where the relevant loss, damage, repair or replacement was caused by the default or negligence of the Company.

- 6.1.8** On request, the Company will provide the Customer with a copy of the relevant third-party supplier's invoice or charge in respect of the matter being passed through, so that the Customer may verify the amount of the Supplier Charge.

Indemnity and inspection

- 6.1.9** The Customer shall indemnify, keep indemnified and hold harmless (on a full indemnity basis) the Company and any personnel supplied by the Company in respect of any and all losses, damages, costs, expenses (including legal fees) and any other liabilities incurred or suffered by the Company (or such personnel) in connection with any claim by any person whatsoever (including without limitation any third-party supplier, manufacturer, hire principal, contractor or visitor) for injury to person or damage to property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Hired Equipment during the hire period.
- 6.1.10** The Company reserves the right to inspect the Hired Equipment periodically during the hire period and to make a charge for any damaged or lost Hired Equipment based on that inspection.
- 6.1.11** Any Hired Equipment is deemed to be provided without maintenance services, unless those services are specifically identified to be provided by the Company in the Proposal.
- 6.1.12** If any Site where the Hired Equipment is situated is in Scotland, the Customer shall ensure that the Hired Equipment shall not form part of any landlord's hypothec.

7. Service specific terms

7.1 Maintenance Services

- 7.1.1** Where the Company has agreed to provide maintenance services in respect of any Deliverables supplied by or on behalf of the Company or the Customer's own equipment under the Proposal ("Maintained Equipment"), the following provisions shall apply:
- (a)** the Company will maintain the Maintained Equipment to the standards specified by the relevant manufacturer or as otherwise stated in the Proposal;
 - (b)** only official parts (that is, those produced, recommended or permitted by the manufacturer of the Maintained Equipment) will be used for the maintenance services unless otherwise stated in the Proposal;
 - (c)** if the Customer reasonably believes that the Maintained Equipment requires repairing or replacing, the Customer shall promptly notify the Company in writing. If the Company approves such request (such approval not to be unreasonably withheld or delayed), the Company shall at its option repair or replace the Maintained Equipment. Subject to (e) below, the cost shall be borne by either the Company or the Customer, as determined reasonably by the Company based on the reason for the repair or replacement;
 - (d)** if any parts of the Maintained Equipment require replacement, the Company shall have the option of supplying such parts or supplying a replacement or suitable substitute;
 - (e)** any replacement parts or substitutes provided under this clause shall be free of charge provided that the replacement is necessitated by nothing more than fair wear and tear;
 - (f)** all repaired, replaced or substituted Maintained Equipment (or part thereof) shall be governed by and subject to the Contract;
 - (g)** these obligations shall only apply during the maintenance period agreed in the Proposal. On expiry, the Company has no further obligation to maintain the Maintained Equipment; and
 - (h)** except for the repair or replacement as set out in this clause 7.1, the Company has no further obligations, responsibilities or liability, and the Customer has no further rights or remedies, in respect of any damaged or lost Maintained Equipment.

7.2 Installation Services

- 7.2.1** Where the Company has agreed to provide installation services under the Proposal, the installation is deemed completed only when the Company has confirmed completion in writing to the Customer (which may include issuing a completion certificate or equivalent).

7.3 Alarm Monitoring Response Services

- 7.3.1** Where the Company has agreed to provide alarm monitoring response services under the Proposal:
- (a)** any stated response time is an average estimate and for illustration only. The Company uses reasonable efforts to meet response times but does not warrant or guarantee that any specific response time will be achieved, and accepts no liability for failure to do so; and

- (b) additional charges may be levied if the Company attends the Site after an alarm activation caused by the default or negligence of the Customer or any change to the working patterns or required operating times not notified to the Company reasonably in advance.

7.4 Keyholding Services

7.4.1 Where the Company has agreed to provide keyholding services under the Proposal:

- (a) the Company may provide the Customer with a written receipt of the keys provided. Such receipt is binding evidence on the Parties of the keys held; and
- (b) any keys of the Customer held by the Company will be made available for collection within a twenty-eight (28) day period following expiry or termination of the Contract, after which any keys not collected may be destroyed by the Company by any means it deems appropriate.

7.5 Mobile Patrol and Man Guarding Services

7.5.1 Where the Company has agreed to provide mobile patrol or man guarding services (including call handling and check call monitoring) under the Proposal:

- (a) the provisions of clause 7.4 apply to any keys provided to the Company's officers as part of the service;
- (b) the Customer acknowledges that such service may be provided to other customers of the Company simultaneously and that temporary interruptions or delays may arise if an incident occurs elsewhere during the course of an officer's tour of duty;
- (c) the Customer acknowledges that the Company's and its officers' powers are limited to those afforded by Applicable Law and do not include enhanced powers of enforcement; and
- (d) additional charges may be levied in the circumstances set out in clause 7.3.1(b).

7.6 CCTV Monitoring Services

7.6.1 Where the Company has agreed to provide CCTV monitoring under the Proposal:

- (a) save to the extent expressly stated in the Proposal, the Customer is responsible for the management, maintenance and operation of the CCTV system in operation at the Site ("CCTV System");
- (b) if the Company did not install the CCTV System and does not provide maintenance services in respect of it, the Company is not responsible for the quality, viability, coverage or maintenance of the CCTV System;
- (c) without limiting clause 3.6, the Customer shall ensure that adequate broadband, telephone connection, power supply, lighting and any other requirements specified in the Proposal are at all times available at the Site;
- (d) the Customer shall ensure that appropriate signage that the CCTV System is in operation is at the Site in compliance with Applicable Law;
- (e) the Company may only monitor the CCTV System for the sole purpose of monitoring the Site, including property and people on the Site, for non-permitted or unlawful intrusion or theft or damage to property, and for no other purpose;
- (f) in the event that any person (including the police authority) requests images from the CCTV System, the Customer is responsible for handling such requests using authorised personnel;
- (g) the Company is not permitted to review, download or issue copies of images from the CCTV System unless authorised in writing by the Customer (and the Customer shall promptly provide such authorisation when required for legitimate means or by Applicable Law);
- (h) notwithstanding clause 15, the Customer shall comply at all times with all Applicable Law (including Applicable Data Protection Laws) relating to data protection and privacy as data controller in respect of the operation of the CCTV System;
- (i) the Company provides no warranty or guarantee that the CCTV System or its monitoring will be uninterrupted or error-free, nor that it will prevent any loss, theft, damage or personal injury;
- (j) the Company reserves the right to charge for any additional costs incurred associated with the CCTV System not covered by the Proposal, including requests for monitoring, viewing, recording, response, battery changes, maintenance and providing footage to the police; and
- (k) additional charges may be levied in the circumstances set out in clause 7.3.1(b).

7.7 Environmental Services

7.7.1 Where the Company has agreed to provide environmental services under the Proposal (including waste removal services (including hazardous waste) and "Clear and Clean under Direction" services ("CCD Services")):

- (a) the Customer acknowledges that the Company accepts no responsibility for any waste collected as part of CCD Services once removed from the Site on the Customer's instructions; and
- (b) when carrying out CCD Services, the Customer shall ensure that an appropriate representative is present at all times to provide direction. The Company takes no responsibility for items cleared or left on the Site where the Customer's representative is absent.

8. Specification

- 8.1 The Company may amend any Specification if required by Applicable Law, following which the applicable Specification shall be that as so amended.
- 8.2 All samples, drawings, descriptive matter, specifications and advertising produced by the Company and any descriptions or illustrations in the Company's catalogues or brochures are produced solely to describe the Deliverables and/or Services approximately and do not form part of the Contract unless expressly set out in the Contract.

9. The Customer's Property

- 9.1 The Company shall only use the Customer Property for the purposes of providing the Deliverables and/or Services and not for any other purpose unless agreed between the Parties.
- 9.2 The Company acknowledges that the Customer Property is the exclusive property of the Customer.

10. Compliance

- 10.1 Each Party shall comply with all Applicable Law in respect of the Contract.

11. Insurance — Customer obligations

- 11.1 **The Customer shall, throughout the period of each hire,** take out and maintain at its own cost a policy of all-risks insurance covering the full replacement cost of all Hired Equipment (and, until title passes, all Purchased Deliverables) on or at the relevant Site. The Company's interest in the Hired Equipment shall be noted on the policy.
- 11.2 The Customer shall produce to the Company, on request and in any event within fourteen (14) Working Days of the date on which these Terms take effect (or, in the case of any new Proposal entered into after that date, before delivery), a certificate of insurance evidencing the cover required under clause 11.1, and shall promptly produce evidence of any renewal of the policy.
- 11.3 If the Customer fails to produce evidence of insurance in accordance with clause 11.2, the Company may at its discretion (a) decline to deliver further Hired Equipment, (b) suspend the relevant hire(s), (c) terminate the affected hire(s), or (d) arrange equivalent insurance at the Customer's cost. The Charges shall be adjusted to reflect any such additional cost incurred by the Company.
- 11.4 The Customer shall hold the proceeds of any insurance claim referred to in clause 11.1 on trust for the Company to the extent of the Company's interest and shall not mix them with any other money nor pay them into an overdrawn bank account.

12. Charges

- 12.1 Subject to clause 12.4, the charges for the Deliverables and Services shall be those set out in the Proposal or, if no charges are set out in the Proposal, the charges set out in the Company's rate card supplied to the Customer from time to time (the "Charges").
- 12.2 Unless otherwise specified in the Proposal:
 - 12.2.1 where the Charges are on a per opening basis, an opening will be deemed to be less than three square metres (2 sqm). Larger openings will be charged on a pro-rata basis. This will also apply where openings change direction;
 - 12.2.2 where the Charges are on a per Site basis, it is assumed that the Site comprises a single dwelling. If the Company determines after inspection that there is more than one dwelling on that Site, additional charges may be levied for each individual dwelling at the Company's then-current prevailing rates; and
 - 12.2.3 where the Charges are for Hired Equipment, the Charges are based on full weeks and cannot be pro-rated for any part weeks.
- 12.3 The Charges are stated exclusive of value added tax ("VAT"), which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a valid VAT invoice.

- 12.4** Without limiting clause 12.5, the Company may at any time increase the Charges to reflect any increase in the cost of the Deliverables and/or Services due to:
- 12.4.1** any request by the Customer to change the delivery date, quantity, Specification or type of Deliverables and/or Services ordered;
 - 12.4.2** any delay or increase in time arising from the inaccuracy or inadequacy of, or failure to provide, requisite instructions or information reasonably required from the Customer, or a failure by the Customer to perform its obligations under the Contract;
 - 12.4.3** any change in Applicable Law; or
 - 12.4.4** any increase in the costs of supplying the Deliverables and/or Services (including any related employment, subcontractor or other third-party costs, and any Supplier Charge passed through under clause 6.1.7).
- 12.5** In the event that the provision of the Deliverables and/or Services in accordance with the Contract is prevented or hindered due to the act or omission of the Customer (including where access to the Site is denied or not achievable), the Company may, without prejudice to its other rights and remedies, levy additional charges on the Customer for any resulting lost or wasted time of its staff (including aborted visits) at its then-current prevailing rates.

13. Payment

- 13.1** The Company may invoice the Customer for the Charges as set out in the Proposal or, if nothing is stated in the Proposal, prior to providing the Deliverables and/or Services (or, in the case of Hired Equipment, in advance or in arrears as elected by the Company).
- 13.2** The Customer shall pay the Company's invoice in full within thirty (30) days of the date of invoice.
- 13.3** No payment shall be deemed to have been received until the Company has received cleared funds.
- 13.4** All amounts payable to the Company under the Contract shall become due immediately on termination of the Contract.
- 13.5** The Customer shall make all payments due under the Contract in full without any deduction (whether by way of set-off, counterclaim, discount, abatement or otherwise) unless required by law.
- 13.6** Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Customer to the Company (or any of its affiliates) against any amount payable by the Company (or any of its affiliates) to the Customer.
- 13.7** Any dispute or query relating to the Charges or an invoice must be raised in writing within the thirty (30) day payment period referred to in clause 13.2. Disputes or queries raised after that period will not be considered and the Charges and invoices will be deemed due in full.
- 13.8** The Company shall be entitled to claim interest on the late payment of any amount properly due under the Contract, accruing on a daily basis from the due date until payment in full (before and after judgment), at the rate of statutory interest prescribed for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998, together with all costs and expenses (including legal costs) incurred in collection of the overdue amount.
- 13.9** In the event that any Charges (which are not in bona fide dispute pursuant to clause 13.7) become overdue, any and all other invoices submitted (existing or future) by the Company to the Customer shall immediately become due and payable.
- 13.10** Payment shall be made by bank transfer to the Company's nominated bank account and not by any other means unless expressly agreed in writing by the Company. Payment by means other than bank transfer may be subject to an administration fee. A further administration fee may be payable by the Customer if, in the case of a cheque, the cheque is returned for non-sufficient funds.

14. Intellectual Property Rights

- 14.1** All rights, title and interest in and to any Intellectual Property Rights in any Deliverables and Services, or otherwise arising in relation to the Contract, shall belong to the Company (or its licensor). No rights are granted by the Company to the Customer to any such Intellectual Property Rights.
- 14.2** The Customer shall promptly, at the Company's request, do (or procure to be done) all such further acts and execute (or procure the execution of) all such further documents as the Company may from time to time require to vest the rights, title and interest in and to the Intellectual Property Rights in the Company pursuant to clause 14.1.

15. Confidentiality

- 15.1** Each Party (the "Receiving Party") shall keep in strict confidence, and use only for the purpose of performing its obligations or exercising its rights under the Contract, information of a confidential or proprietary nature (including all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature, including the Contract itself) ("Confidential Information") that have been disclosed to the Receiving Party by the other Party (the "Disclosing Party") or its employees, officers, representatives, agents, contractors or advisers ("Related Persons").
- 15.2** Confidential Information does not include information which: (a) is or becomes generally available to the public (other than as a result of a breach of this clause); (b) was available to the Receiving Party on a non-confidential basis before disclosure by the Disclosing Party; (c) is or becomes available to the Receiving Party on a non-confidential basis from a person who is not bound by a confidentiality agreement with the Disclosing Party; (d) the Parties agree in writing is not confidential; or (e) is developed independently of the information disclosed.
- 15.3** A Receiving Party may disclose Confidential Information to the extent required by Applicable Law or by the regulations of any recognised investment, stock or securities exchange on which its securities are traded, provided that, to the extent legally permitted, it gives the Disclosing Party as much notice as reasonably possible.

16. Data Protection

- 16.1** Both Parties shall comply with all applicable requirements of the Applicable Data Protection Laws. The Customer shall comply with all guidance and codes of practice issued by the Information Commissioner's Office or any other supervisory or regulatory authority from time to time.
- 16.2** The Parties have determined that, for the purposes of Applicable Data Protection Laws, the Company processes the personal data set out in the data processing schedule (where one is agreed) as processor on behalf of the Customer.
- 16.3** Without prejudice to clause 16.1, the Customer shall ensure that it has all necessary consents and notices in place to enable lawful transfer of Customer Personal Data to the Company and lawful collection of the same by the Company (where appropriate) for the duration and purposes of these Terms.
- 16.4** The Company shall, in relation to Customer Personal Data: (a) process it only on the documented instructions of the Customer (which shall be to process for the purposes set out in the data processing schedule (or, where none, as required to perform the Services)); (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction; (c) ensure that personnel engaged to process Customer Personal Data are subject to an appropriate obligation of confidentiality; (d) assist the Customer (at the Customer's cost) in responding to any data subject request and in ensuring the Customer's compliance with Applicable Data Protection Laws; (e) notify the Customer without undue delay on becoming aware of a personal data breach; (f) at the written direction of the Customer, delete or return Customer Personal Data on termination of the Contract unless required by Applicable Law to retain it; and (g) maintain records to demonstrate compliance with this clause 16.
- 16.5** The Customer provides its prior, general authorisation for the Company to appoint sub-processors and to transfer Customer Personal Data outside the UK as required, in each case subject to the Company ensuring that any such arrangements comply with Applicable Data Protection Laws.

17. Term and Termination

- 17.1** The Contract shall commence on the date stated in the Proposal (or, if no such date is stated, on commencement of the provision of the Deliverables and/or Services by the Company) and shall, subject to early termination, continue for the period set out in the Proposal (or, if no such period is stated, until completion of the supply of the Deliverables and/or Services) (the "Duration").
- 17.2** Where a minimum period is stated in the Proposal (such as a minimum hire period) (the "Minimum Period"), the Contract may not be terminated (except in accordance with clauses 17.3 or 17.4) until the expiry of that Minimum Period. After expiry of the Minimum Period, a Party may terminate the Contract by serving a written termination notice on the other Party of the required notice period stated in the Proposal (or, if none, at least thirty (30) days, not to expire sooner than the end of the last day of the Minimum Period).
- 17.3** A Party may, without prejudice to any other rights or remedies, terminate the Contract immediately by written notice to the other Party if:
- 17.3.1** the other Party commits a material breach of the Contract which is incapable of remedy;
 - 17.3.2** the other Party commits a material breach of the Contract which is capable of remedy but is not remedied within thirty (30) days of receipt of a written notice to do so;
 - 17.3.3** the other Party is, or is deemed to be, insolvent or unable to pay its debts as they fall due;

- 17.3.4 any of the other Party's Indebtedness is not paid in full when due or becomes due before its stated maturity because of default;
- 17.3.5 any expropriation, attachment, sequestration, distress, execution, enforcement of security or other legal process is levied, enforced or sued on or against any of the other Party's assets and is not discharged or stayed within twenty-one (21) days;
- 17.3.6 the other Party begins negotiations or enters into a composition or arrangement with one or more of its creditors;
- 17.3.7 a moratorium is declared over any of the other Party's Indebtedness;
- 17.3.8 any petition is presented, application made, resolution proposed, notice of meeting given or any other action taken by or against the other Party for, or which may lead to: (a) winding up, dissolution, administration or receivership; (b) the appointment of a liquidator, receiver, administrator or similar officer; or (c) bankruptcy or any individual voluntary arrangement;
- 17.3.9 any event similar to any of those set out in clauses 17.3.3 to 17.3.8 occurs in any jurisdiction to which the other Party is subject;
- 17.3.10 the other Party suspends or ceases (or threatens to suspend or cease) to carry on all or a material part of its business;
- 17.3.11 the other Party (being an individual) dies or becomes incapable of managing its own affairs; or
- 17.3.12 the financial position of the other Party deteriorates to such an extent that its ability to fulfil its obligations under the Contract is in the reasonable opinion of the terminating Party placed in jeopardy.
- 17.4 The Company may, without prejudice to any other rights or remedies, terminate the Contract immediately by written notice to the Customer if any Charges or other amounts owed to it under the Contract (which are not in bona fide dispute pursuant to clause 13.7) are not fully paid within fourteen (14) days after their due date.
- 17.5 On expiry or termination of the Contract for any reason:
 - 17.5.1 the Customer shall immediately return all Hired Equipment and (where title has not passed) all Purchased Deliverables. If it fails to do so, the Company may enter any premises of the Customer or any third party to recover them. The Company will not be liable for any damage to the Site, Customer Property or other property resulting from any reasonable forced entry exercised under this clause. The Customer shall remain liable for the full replacement costs of any Deliverables that are not returned or collected;
 - 17.5.2 all Charges properly owed under the Proposal and all other amounts due to the Company under the Contract shall become immediately due and payable;
 - 17.5.3 the Receiving Party shall, at the direction of the Disclosing Party, return or destroy all Confidential Information of the Disclosing Party; and
 - 17.5.4 the provisions of clause 16.4(f) shall apply.
- 17.6 On termination of the Contract by the Company pursuant to clauses 17.3 or 17.4, the Company may invoice the Customer for all Charges that would have otherwise been payable during the Duration (or, where there is a Minimum Period, up to the end of the Minimum Period), but for such termination.
- 17.7 The termination of the Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.
- 17.8 Such of these Terms which expressly or by implication are intended to come into or remain in force on or after the termination of the Contract shall remain in full force and effect.

18. Staff Transfer

- 18.1 The Parties do not believe that the commencement of any Services constitutes a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or equivalent legislation (the "Employment Regulations").
- 18.2 The Customer shall indemnify, keep indemnified and hold harmless the Company against all damages, losses, demands, claims, expenses, costs or liabilities (including all reasonable legal expenses) (on a full indemnity basis) arising from or in connection with: (a) the termination of the contract of employment of any employee of the Customer (or its affiliate or contractor); or (b) any claim made by any employee of the Customer (or its affiliate or contractor) by virtue of the Employment Regulations, on or following the commencement of the Contract as a result of the commencement of the Contract.

19. Non-Solicitation

- 19.1** Neither Party shall (except with the prior written consent of the other Party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other Party any person employed or engaged by such other Party in the supply or (in the case of the Customer) the receipt of the Deliverables and/or Services, at any time during the Duration or for a further period of six (6) months after the termination of the Contract, other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other Party.
- 19.2** If either Party commits any breach of clause 19.1, the breaching Party shall on demand pay to the claiming Party a sum equal to one (1) year's basic salary or the annual fee that was payable by the claiming Party to that employee or worker, plus the recruitment costs incurred in replacing such person.

20. Assignment and Subcontracting

- 20.1** The Company may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.
- 20.2** The Customer shall not be entitled to assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract, without the prior written consent of the Company.

21. Force Majeure

- 21.1** If either Party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable (including war or other armed conflict, terrorism, riot, civil commotion, national or international emergency or calamity, strikes or industrial disputes, failure of energy supply or telecommunications, disruption to transport, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of buildings or other structures, fires, floods, storms, earthquakes, natural disasters, extreme adverse weather conditions, other acts of God, epidemics, pandemics or similar events and default of suppliers or sub-contractors), that Party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable.

22. Communications

- 22.1** Any communication between the Parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail if overseas), or by email, to the other Party's registered office or to such other address or email address as notified from time to time.
- 22.2** Communications shall be deemed to have been received: (a) if delivered personally, at the time of delivery; (b) if sent by pre-paid registered post or recorded delivery, 48 hours after posting; (c) if sent by pre-paid registered airmail, at 09:00 on the fifth (5th) Working Day after posting; and (d) if sent by email, at the time of transmission, provided no bounce-back or other delivery failure notification is received.
- 22.3** This clause 22 does not apply to the service of any proceedings or other documents in any legal action or arbitration.

23. General

- 23.1** The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the Parties.
- 23.2** If any provision of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions, which shall remain in full force and effect. If a provision would be valid, legal and enforceable if some part of it were deleted, that provision shall apply with such modification as may be necessary to make it valid, legal and enforceable.
- 23.3** No provision of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to the Contract.
- 23.4** A failure to exercise, or delay in exercising, a right, power or remedy provided to a Party by these Terms or by law does not constitute a waiver of that or any other right, power or remedy, and shall not preclude further exercise of that or any other right, power or remedy.
- 23.5** Any waiver by a Party of any breach of, or any default under, any provision of the Contract by the other Party will only be effective if in writing and will not be deemed a waiver of any subsequent breach or default.

- 23.6** The Contract may be executed in counterparts or duplicates, each of which, when executed, shall constitute an original of the Contract.
- 23.7** The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be exclusively governed by and construed in accordance with the law of England, and the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter.

SCHEDULE 1

Additional terms for outright sale of Purchased Deliverables

This Schedule 1 supplements the main body of these Terms. Where the Company supplies Purchased Deliverables on an outright sale basis (i.e. where title is intended to pass to the Customer), the following additional terms apply. In the event of any conflict between the main body of these Terms and this Schedule 1 in respect of any outright sale of Purchased Deliverables, this Schedule 1 shall prevail.

S1.1 Business Customers only

S1.1.1 These Terms (including this Schedule 1) apply exclusively to customers acting in the course of a trade, business or profession. The Company does not sell goods to consumers and does not contract with individuals acting for purposes wholly or mainly outside their trade, business or profession.

S1.2 Title and risk in Purchased Deliverables

S1.2.1 Notwithstanding clause 5.1.2, risk in Purchased Deliverables shall pass to the Customer on completion of delivery (or, where the Customer collects, on availability for collection). Title shall pass only on receipt by the Company of all sums due in respect of those Purchased Deliverables in cleared funds.

S1.2.2 Until title has passed, the Customer shall comply with clauses 5.3, 5.4 and 11 in respect of the Purchased Deliverables as if they were Hired Equipment, and the Company may exercise the recovery rights set out in clauses 5.5 to 5.6 in respect of them.

S1.3 Inspection on delivery

S1.3.1 The Customer shall inspect the Purchased Deliverables at the time and place of unloading or collection. The Customer is not required to break packaging on Purchased Deliverables intended to be stored before use.

S1.3.2 The Customer must give the Company written notice (by email to accounts@propertysec.co.uk) of any claim for short delivery within two (2) Working Days of unloading, and of any defect that would have been apparent on reasonable inspection within three (3) Working Days of inspection. If the Customer fails to give such notice within the relevant period: (a) the Purchased Deliverables shall be deemed delivered in the quantities shown in the delivery documentation and accepted by the Customer; and (b) the Customer waives any right to reject the Purchased Deliverables or to claim any damages for short delivery or apparent defect.

S1.3.3 The Company's liability for short delivery is limited to making good the shortage.

S1.4 Delivery of Purchased Deliverables

S1.4.1 Delivery is effected when the Purchased Deliverables leave the Company's premises (or the premises of its suppliers, where delivered direct from suppliers).

S1.4.2 Delivery dates are estimates only and time for delivery is not of the essence.

S1.4.3 The Customer shall provide the necessary labour for unloading the Purchased Deliverables. If the Company's vehicle is kept waiting for an unreasonable time, or is obliged to return without completing delivery, an additional charge will be made.

S1.4.4 The Company may make delivery by instalments and invoice in respect of each. Failure to deliver any one or more instalments, or any claim in respect of one or more, does not entitle the Customer to treat the Contract as repudiated.

S1.4.5 If the Customer fails to take or collect delivery within the agreed time, the Company may at its discretion (a) make an additional storage charge, (b) invoice the Customer for the Purchased Deliverables, or (c) treat the Contract as repudiated and recover its losses.

S1.5 Manufacture or supply to Customer specification

S1.5.1 If the Customer requires the Purchased Deliverables to be manufactured, processed or supplied to the Customer's design, drawing or specification, the Customer must provide a detailed design and/or specification when the order is placed. The Company shall not be liable for any defect or fault in the Purchased Deliverables resulting from them being manufactured, processed or supplied in accordance with the Customer's design or specification.

S1.5.2 The Customer shall indemnify the Company on a full indemnity basis against all claims, costs and expenses in respect of any infringement of any intellectual property right of any third party resulting from the manufacture, processing or supply by the Company of Purchased Deliverables in accordance with the Customer's design or specification.

S1.6 Cancellation

- S1.6.1** Cancellation of an order for Purchased Deliverables cannot be accepted without the prior written consent of the Company and on condition that all costs and expenses incurred by the Company up to the time of cancellation, and any loss of profit and other loss or damage resulting to the Company, are reimbursed by the Customer.
- S1.6.2** Any non-standard, non-stock or bespoke Purchased Deliverables (or Purchased Deliverables modified or painted to the Customer's specification) are exempt from cancellation and cannot be returned for refund or credit.
- S1.6.3** Cancellation of orders for standard Purchased Deliverables may incur a cancellation charge of 20% and a re-stocking charge of 20%, which may be greater depending on the Purchased Deliverables.

S1.7 WEEE Regulations

- S1.7.1** Where the Purchased Deliverables are or include electrical equipment that becomes waste in accordance with the Waste Electrical and Electronic Equipment Directive (2012/19/EU) and the UK Waste Electrical and Electronic Equipment Regulations 2013 (together the "WEEE Regulations"), the Customer (not being a consumer) shall bear responsibility and all costs of collection, treatment, recovery and environmentally sound disposal in accordance with the WEEE Regulations, and shall indemnify the Company against all such costs.

24. Exclusions and Limitations of Liability

- 24.1** The following provisions of this clause 24 set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, consultants, agents, suppliers and/or sub-contractors) to the Customer under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation or otherwise howsoever.
- 24.2** Nothing in these Terms shall limit or exclude the liability or remedy of either Party:
- 24.2.1** for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
 - 24.2.2** for fraud or fraudulent misrepresentation;
 - 24.2.3** for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 24.2.4** for any act, omission or matter, liability for which may not be legally excluded or limited.
- 24.3** Subject to clause 24.2:
- 24.3.1** the Company's total liability to the Customer under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever (including any damage to or loss or theft of the Site or Customer Property) shall in no circumstances exceed in each twelve (12) month period during the Duration (the first of which shall commence on the commencement of the Duration) an amount equal to one hundred percent (100%) of the Charges paid under the Contract during that twelve (12) month period; and
 - 24.3.2** the Company shall not have any liability to the Customer, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever, for: (a) any direct or indirect loss of profit, loss of revenue, loss of contract, loss of opportunity, loss of savings, loss of business, loss of use of any Deliverables or any other asset or facility, loss of production or productivity, loss, damage or corruption of data, damage or depletion of goodwill; or (b) any other special, indirect or consequential loss, in each case whatsoever arising out of or in connection with the Contract.
- 24.4** Subject to clause 24.2, the Customer acknowledges and agrees that the Company cannot and does not guarantee that the Deliverables and/or Services will achieve or prevent any particular event, purpose, result or outcome and, accordingly, the Company does not accept any liability arising from any failure to do so. It remains the Customer's sole responsibility to insure to the fullest extent against these liabilities on an "all risks" basis, including against the actions or inactions of squatters, intruders, trespassers, vandals, contractors, sub-contractors and travellers; prevention of loss, theft or damage to property; personal injury or death; fires; leaks; trespassing; and recovery of any property or sums.
- 24.5** Subject to clause 24.2, unless the Company has specifically agreed to provide keyholding services in the Proposal, any keys of the Customer provided to the Company (including keys to the Site) as part of these services are entirely at the risk of the Customer and the Company accepts no liability arising in connection with any damage or loss to, or wrongful use of, such keys or any replacement locks, keys or other security devices rendered necessary as a result of such loss.
- 24.6** Subject to clause 24.2, the Company shall not be liable for any failure to perform the Contract (including any defect, delay or non-performance) to the extent that such failure has been caused or contributed by the act or omission of the Customer (including a breach of the Contract) or any other party not under the control of the Company, or any failure by the Customer to provide complete and/or accurate information.

- 24.7** Subject to clause 24.2, the Company shall not be liable for any damage to or loss or theft of property (including the Site and/or Customer Property) or death or personal injury caused by Deliverables and/or Services or the failure thereof (including any defective material, faulty workmanship or otherwise howsoever arising) except to the extent caused by the negligence or breach of the Contract by the Company. The Customer acknowledges that the Charges are calculated on the assumption that such liability remains with the Customer and is to be covered by the Customer's own policy(ies) of insurance on an "all risks" basis. If the Company is found liable, such liability shall in no event exceed the cap referred to in clause 24.3.1.
- 24.8** The Customer shall not be entitled to make a claim under or in relation to the Contract against the Company unless such a claim is made in writing within three (3) months of the event giving rise to such claim and contains sufficient information to enable the Company to carry out an investigation.

— *End of Standard Terms and Conditions* —

Property Security Services (PSS) Limited | trading as **Propertysec**

Registered in England and Wales, Company No. **12310157**

Registered office: Cawley Priory, South Pallant, Chichester, West Sussex, United Kingdom, PO19 1SY.

Trading address: **Unit K41, Glenmore Business Park, Portfield, Chichester, West Sussex, PO19 7BJ**

T: **01243 684267** | E: **info@propertysec.co.uk** | W: **www.propertysec.co.uk**