

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SECURITY EQUIPMENT AND SERVICES TO BUSINESS CUSTOMERS

These Terms and Conditions set out the basis on which members of Banham Security (as defined below) will provide its equipment and/or services to business customers. If you are buying the equipment or services for purposes not connected with a business, you are a consumer and our standard Terms and Conditions for consumers ([Terms and Conditions](#)) will apply.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the following definitions apply:

"Alarm Receiving Centre" means Banham Security's secure station for monitoring security systems including the Security System;

"Banham Security" means Banham Patent Locks Limited (registered company number 00457812) and each of its subsidiaries (as defined in section 1159 Companies Act 2006);

"Bespoke Items" means Equipment which has been made to your specification, for example made to measure doors, bespoke locks, keys, gates, etc.;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England;

"Business Hours" means 8.30am to 5.30pm on a Business Day;

"Call-Out" means an instance when we are required to attend the Property, this excludes visits scheduled pursuant to a maintenance plan but includes but is not limited to; response to an alarm activation or a request by you or an Emergency Contact to repair any Equipment outside scheduled maintenance plan visits or attendance with Keys in the event of an emergency lock-out for the purposes of effecting access to the Property;

"Commencement Date" has the meaning set out in **clause 3.2**;

"Conditions" means these terms and conditions as amended from time to time;

"Confidential Information" means all information, specifically identified by the disclosing party as confidential at the time of disclosure or is information that a reasonable person would consider from the nature of said information and circumstances to be confidential, including without limitation confidential or proprietary information, trade secrets, data, documents, communications, plans, know-how, formulas, designs, calculations, test results, specimens, drawings, studies, specifications, surveys, photographs, software, processes, programs, reports, maps, models, agreements, ideas, methods, discoveries, inventions, patents, concepts, research, development, and business and financial information;

"Contract" means the contract between you and us for the supply of Equipment and/or Services in accordance with these Conditions;

"Customer" means the person or firm who purchases the Equipment and/or Services from us;

"Data Protection Laws" means:

- (a) all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party; and
- (b) any judicial or administrative interpretation of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority, in each case, as in force and applicable;

"Deposit" means 50% of the price of the Equipment and the Installation Services;

"Emergency Contacts" mean the people whom you ask us to contact if there is a break-in or other emergency at the Property;

"Equipment" means any security equipment or devices (or any part of them) set out in the Order;

"Event Outside Our Control" means any cause materially affecting the performance of our service and of our obligations under the Contract arising from any event or circumstances beyond our reasonable control including acts of God, strikes, lock-outs or other industrial disputes, war, riot, fire, flood, or any natural disaster affecting our service or a third party for which a substitute third party is not reasonably available;

"Expenses" means all expenses incurred by Banham Security in the course of and for the purposes of the provision of the Services including parking and congestion charges;

"Fees" means the fees payable for the Equipment and/or Services as set out in the Proposal;

"Insolvency Event" means an event in relation to a Customer whereby that person

- (a) suspends or threatens to suspend payment of its debts or is unable to pay its debts within the meaning of any relevant legislation; or
- (b) commences negotiations with all or any class of its creditors to reschedule its debts or proposes or enters into a compromise or arrangement with creditor; or
- (c) has a resolution passed, a petition filed or an order made for that person's winding up, bankruptcy or administration; or
- (d) another person becomes entitled to appoint or has appointed a receiver or administrative receiver over that person's assets; or
- (e) any event happens in any jurisdiction to which it is subject that has similar or equivalent effect to the preceding events;

"Installation Services" means the installation of the Equipment at the Property and **"Install"**, **"Installing"**, **"Installed"** and **"Installation"** shall be interpreted accordingly;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Keyholding Services" means services relating to us holding Keys and making Call-Outs to the Property;

"Keys" means physical keys or electronic devices to the Property;

"Legal Requirement(s)" means all legal and regulatory requirements relating to the Services and/or the Equipment provided;

"Maintenance Services" means services in respect of the maintenance of the Equipment;

"Monitoring Services" means the remote monitoring of the Security System from our Alarm Receiving Centre and **"Monitor"** and **"Monitored"** will be interpreted accordingly;

"National Security Inspectorate" means Insight Certification Limited (company number 02525516) trading as National Security Inspectorate;

"Order" means your order for the supply of Equipment and/or Services, as set out in your written acceptance of the Proposal;

"Personal Data" and **"Processing"** have the meaning given to those terms in the Data Protection Laws (and related terms such as **"Process"** and **"Processed"** shall have corresponding meanings);

"Proposal" means our written proposal or quotation for the supply of the Equipment and/or Services setting out details of the Equipment and/or Services and the applicable charges;

"Property" means the property at the address set out in the Proposal;

"Recurring Charges" means the charges payable in respect of the Recurring Services;

"Recurring Services" means services provided on an on-going or recurring basis during the term of the Contract such as Keyholding Services, Maintenance Services and Monitoring Services;

"Remaining Balance" has the meaning set out in **clause 16.3**;

"Security Breach" means any activation of the security system at the protected Property;

"Security Incident" means an event that disrupts normal operations and may indicate that systems or data have been compromised or that measures put in place to protect them have failed;

"Security System" means your security system at the Property (including any CCTV, intruder alarm, fire alarm or access entry-phone systems);

"Services" means the services set out in the Proposal;

"Staff" means our employees, agents, consultants and sub-contractors;

"Supervisory Authority" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering the Data Protection Laws;

"Third Party Fees" means fees payable by Banham Security to third parties relating to the provision of the Services;

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

"we", "us" or "our" means Banham Security; and

"you", or "your" means the person who purchases the Services or Equipment from Banham Security.

1.2 In these Conditions, unless otherwise expressly stated, the following rules apply:

1.2.1 the headings and sub-headings in these Conditions are for ease of reference only and do not affect the meaning of these Conditions;

1.2.2 words in the singular include the plural and vice versa;

1.2.3 the masculine includes the feminine and vice versa;

1.2.4 any reference to a party is to a party to the Contract and includes the respective successors or permitted assigns of the original parties;

1.2.5 where examples are given by using words or phrases such as "include", "including" or "in particular", the examples do not restrict the meaning of the related general words;

1.2.6 a reference to a person includes an individual, firm, partnership, company, corporation, association, organisation or trust (in each case whether or not having a separate legal personality);

1.2.7 a reference to a clause is to a clause or paragraph of these Conditions;

1.2.8 a reference to a company includes any company, corporation or any other body corporate (wherever incorporated);

1.2.9 a reference to a statute or statutory provision includes that statute or statutory provision as amended, modified or replaced and any subordinate legislation or mandatory codes of practice made under it, except to the extent that any amendments, modifications, replacements or subordinate legislation would create or increase a party's liability;

1.2.10 a reference to these Conditions or to any other document shall include any variation, amendment or supplement made to these Conditions or that other document; and

1.2.11 the words **"writing"** and **"written"** shall include any method of reproducing words in a legible and permanent form.

2. ABOUT US

2.1 The member of Banham Security named in the Proposal is a private limited company.

2.2 If you need to contact a member of Banham Security you can do so by writing to us at 20 Thornsett Road, London, SW18 4EF, telephoning us on 020 7622 5151 or emailing us at customerservice@banham.com.

3. BASIS OF CONTRACT

3.1 Before you place an Order, you should read these Conditions carefully make sure the Proposal and the Order is complete and accurate. If you think that there are any mistakes in the Proposal, you should contact Sales (sales@banham.com or telephone 0207 622 5151).

3.2 When you submit the Order, this does not mean that we have accepted it. The Order will only be accepted when we contact you to tell you that we are able to provide the Equipment and/or Services and provide you with written acceptance of the Order. At this point and on this date (the **"Commencement Date"**) the Contract will come into existence (and subject to earlier termination in accordance with **clause 16** shall remain in force in accordance with **clauses 3.3** and **3.4**) and these Conditions will be binding on you and us. ¹

3.3 The Contract for Recurring Services shall remain in force for a minimum period of 12 months from the Commencement Date (**"Initial Period"**). If any Installation Services are provided during the course of the Initial Period, then the minimum period shall be extended by a further period of 12 months commencing on the date of completion of the Installation Services (**"Extended Initial Period"**).

- 3.4 Not less than 4 weeks before the end of the Initial Period or Extended Initial Period or Renewal Period as the case may be, Banham Security will give the Customer notice of the date on which the then current Contract period will come to an end along with an invoice for the Fees for Recurring Services for the 12 months following the end of the then current period (each a “**Renewal Period**”) and if the Customer wishes to renew the Contract for such Renewal Period then it shall pay the invoice prior to the commencement of the Renewal Period. If the Customer does not pay such invoice prior to the commencement of the Renewal Period the Contract shall terminate automatically at midnight on the last day before the commencement of the Renewal Period.
- 3.5 The Proposal shall not constitute an offer and is only valid for a period of 30 days from its date of issue.
- 3.6 The Proposal is based on the information you provide in relation to your security requirements, and you should make sure you are satisfied with the contents of the Proposal before you place an Order.
- 3.7 All of these Conditions shall apply to the supply of both Equipment and Services except where application to one or the other is specified.
- 3.8 The Contract constitutes the entire agreement between the parties in relation to its subject matter. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on our behalf and who is not set out in the Contract.
- 3.9 The images and descriptions of our Equipment and/or Services on our website and other advertising materials are for illustrative purposes only and, although we make every effort to be accurate, your Equipment and/or Services may differ in some respects, including dimensions.

4. THE EQUIPMENT

- 4.1 The Equipment is described in the Proposal.
- 4.2 We can amend the specification for the Equipment, if necessary, to comply with Legal Requirements. If we do so we will notify you.
- 4.3 We guarantee that for a period of 12 months from the date of delivery or completion of Installation (whichever occurs later), all Equipment (other than Equipment falling within **clause 4.4**) shall:
 - 4.3.1 conform in all material respects with its description in the Proposal (as amended in accordance with **clause 4.2**); and
 - 4.3.2 be free from material defects in design, material and workmanship.
- 4.4 We guarantee that for a period of 2 years from date of delivery or date of completion of Installation (whichever occurs later), locks and door furniture manufactured by Banham Security and/or new doors supplied (where they are supplied with doorframes) shall:
 - 4.4.1 conform in all material respects with its description in the Proposal (as amended in accordance with **clause 4.2**); and
 - 4.4.2 will be free from material defects in design, material and workmanship.
- 4.5 Any guarantee provided pursuant to **clauses 4.3** and **4.4** will not apply to any defects that arise from or are related to:
 - 4.5.1 fair wear and tear;
 - 4.5.2 wilful damage, abnormal storage or working conditions, accident or negligence by you or a third party;
 - 4.5.3 any alteration or repair by you or by a third party who is not one of our authorised repairers;
 - 4.5.4 shrinkage or expansion causing a bow or twist of up to 6mm caused by the effect of atmospheric conditions on the properties (e.g. direct sunlight) naturally inherent to the natural materials used for manufacture;
 - 4.5.5 failure to paint a door within 7 days of Installation;
 - 4.5.6 you failing to use the Equipment in accordance with our instructions;
 - 4.5.7 locks and door furniture installed in coastal, marine or other salt-water environments; and
 - 4.5.8 door furniture with a dark bronze finish, which is a living finish and may change over time (this is not a fault of the finish).
- 4.6 Subject to **clause 4.5**, if you wish to exercise your rights under the guarantees during the guarantee periods specified in **clause 4.3** or **clause 4.4** (as applicable), you must provide us with written notice that the Equipment does not comply with the relevant guarantee. Following receipt of such notice, we will review the guarantee claim and confirm to you whether Banham Security will need to attend the Property to examine the Equipment, or whether the Equipment is to be returned to Banham Security's place of business (as notified to you by Banham Security). Banham Security shall have a reasonable opportunity

to examine the Equipment's compliance with the relevant guarantee. Where Banham Security determines that the Equipment does not comply with the relevant guarantee, Banham Security shall, at its option, repair or replace the non-compliant Equipment, or issue you with a refund for such Equipment.

- 4.7 In addition to your rights under **clause** 4.3 and **clause** 4.4, if at any time any fault arises in any Equipment that has been continuously Monitored by us under our full Police Response Monitoring Service, we will replace or repair such Equipment at no additional charge to you except in respect of our reasonable labour charges.
- 4.8 We will not be responsible for the effects of the Equipment on your other devices or for the quality of Wi-Fi camera images and you shall bear all responsibility for ensuring that image capture quality continues to meet the requirements of the original design.
- 4.9 We will not be responsible for any failure of the Equipment due to changes to the environment in which it was Installed. This includes electrical and wireless signal interference.
- 4.10 We shall have no liability in respect of any third-party devices which may have been triggered by a Banham Security Installed intruder alarm system unless that device is supplied and Installed by us.
- 4.11 Where a fire alarm system is supplied by us based on designs provided by you or any third party on your behalf, we shall have no liability arising out of or connected to missing detection points where these were missing from such designs and if you refuse to pay for any additional equipment required to correct such omissions then these will be noted as variations and may result in the design category of the system being downgraded.
- 4.12 We may from time to time in the course of Installing, Monitoring or Maintaining the Equipment, recommend that additional security equipment is necessary to ensure the proper functioning of your Security System.
- 4.13 You agree that:
 - 4.13.1 the supply by us of any such additional equipment will be on and subject to these Conditions;
 - 4.13.2 if you choose not to purchase any such additional equipment, the Security System may not operate to maximum effect; and
 - 4.13.3 the Monitoring and/or Maintenance by us of any such additional equipment will be subject to you paying any increase in our Fees for those Services that we have notified to you prior to accepting your Order for that equipment.
- 4.14 Where the Equipment includes the ability to remote control that Equipment via the Banham SmartAlarm+ or any successor or replacement mobile application software ("**App**"), the App is supplied to you by Pyronix Limited ("**Pyronix**") and your use of the App shall be governed by Pyronix's end user licence agreement for the App, including where applicable Pyronix's additional terms governing access to the Pyronixcloud service and we shall have no liability to you arising from your use of the App or the Pyronixcloud service.

5. DELIVERY OF EQUIPMENT

- 5.1 If we have agreed in writing to Install the Equipment or deliver it to you at the Property, then delivery of the Equipment will be made by us or by an approved representative delivering it to the Property. In all other cases, delivery will be made by you or your authorised representative collecting the Equipment from us.
- 5.2 Following our acceptance of your Order, we will contact you with an estimated delivery date. No amendment, revision, or modification to any Order for Equipment (excluding Bespoke Items) is permitted within 7 days prior to Installation. Orders for Bespoke Items cannot be revised following our acceptance of your Order. We can add additional stock items to your order up (such as additional keys, alarm fobs, locks or door furniture) up to 2 days prior to the installation date.
- 5.3 Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. Banham Security shall not be liable for any delay in delivery of the Equipment or failure to deliver the Equipment that is caused by an Event Outside Our Control or the Customer's failure to provide Banham Security with adequate delivery or other relevant instructions.
- 5.4 If the Customer fails to accept delivery of the Equipment on the first occasion that Banham Security attempts to deliver it or to collect the Equipment within seven Business Days of being notified of its availability (as the case may be), then except where such failure or delay is caused by an Event Outside Our Control or by Banham Security's failure to comply with its obligations under the Contract in respect of the Equipment:
 - 5.4.1 delivery will be deemed to be completed on the date of the first attempted delivery of the Equipment or at the end of the seventh Business Day (as the case may be); and
 - 5.4.2 Banham Security shall store the Equipment until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

- 5.5 If 14 Business Days after Banham Security has notified the Customer that the Equipment is ready for delivery or collection the Customer has not collected or accepted delivery of the Equipment, Banham Security may resell or otherwise dispose of part or all of the Equipment and, after deducting reasonable storage and selling costs and charge the Customer for any shortfall below the price of the Equipment set out in the Order.
- 5.6 If we have agreed to deliver the Equipment to the Property, you must ensure that someone is available at the Property to take delivery. If no one is available to take delivery, we may take the Equipment back, in which case you should contact us to rearrange delivery and you may have to pay additional delivery charges.
- 5.7 Installations of Equipment shall take place within 12 months of acceptance of an Order (“**Installation Period**”). If any Bespoke Items have not been Installed within the Installation Period, you must store such Bespoke Items as advised to you by us and at your cost unless we have agreed in writing to store the Bespoke Items at an additional charge. You will have responsibility for the proper storage of such Bespoke Items in accordance with any instructions provided to you by us.
- 5.8 Orders of Equipment (excluding Bespoke Items) that have not been Installed within the Installation Period will be re-quoted at our then-current prices after the expiration of the Installation Period.
- 5.9 The Equipment will be your responsibility once it has been delivered to you or collected from us.

6. TITLE AND RISK

- 6.1 The risk in the Equipment shall pass to you on completion of delivery in accordance with **clause 5**. Ownership of the Equipment shall not pass to you until we receive payment in full (in cash or cleared funds) for the Equipment, or the Installation Services (if applicable).
- 6.2 Until the title to the Equipment has passed to you, you shall:
 - 6.2.1 ensure that the Equipment remains readily identifiable as the property of Banham Security, including by not removing or obscuring any identifying marks on it;
 - 6.2.2 keep the Equipment on the Property;
 - 6.2.3 maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price on our behalf from the date of delivery;
 - 6.2.4 notify us immediately if you become subject to any of the events referred to in **clause 16.1.1** or **clause 16.1.2**; and
 - 6.2.5 give Banham Security such information relating to the Equipment as it may require from time to time.
- 6.3 If before title to the Equipment passes to you, you become subject to any of the events referred to in **clause 16.1.1** or **clause 16.1.2**, then, without limiting any other right or remedy we may require you to return the Equipment and, if you fail to do so, we may enter the Property and recover it.
- 6.4 We will provide you with a certificate of compliance from the National Security Inspectorate (where appropriate if the applicable standards have been met) for the Equipment as long as:
 - 6.4.1 you have agreed to purchase Maintenance Services from us for a period of not less than 12 months from delivery of the Equipment; and
 - 6.4.2 you have paid our invoices for the Equipment, the Installation Services and 12 months' Maintenance Services.

7. SUPPLY OF SERVICES

- 7.1 We shall use reasonable endeavours to meet any performance dates for the Services specified in the Proposal or agreed in writing between the parties from time to time, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.2 We shall have the right to make any changes to the Services which are necessary to comply with any Legal Requirement, or which do not materially affect the nature or quality of the Services, and Banham Security shall notify you in any such event.
- 7.3 Your Services will be supplied by Banham Security and only in limited circumstances (in particular, but without limitation, the circumstances set out in **clause 7.7**) by an approved representative.
- 7.4 We warrant to you that the Services will be provided:
 - 7.4.1 using reasonable care and skill; and

- 7.4.2 in accordance with all Legal Requirements.
- 7.5 In relation to each Call-Out you agree that:
- 7.5.1 we operate a shared service and shall attend the Property within a reasonable time of receiving a request to do so but we cannot guarantee the timescale for our attendance;
 - 7.5.2 we may not enter the Property if the Call-Out relates to a suspected break in or other criminal activity;
 - 7.5.3 we may contact the emergency services and/or your Emergency Contacts if, in our reasonable discretion, it is necessary or beneficial to do so;
 - 7.5.4 we may allow the emergency services and/or your Emergency Contacts access to the property;
 - 7.5.5 if the circumstances of the Call-Out warrant the response being carried out by more than one member of Staff to ensure their safety, we can increase our charges proportionately;
 - 7.5.6 if the police or one of the Emergency Contacts are not in attendance at the Property, we will, except where our Staff attending the Call-Out is of the reasonable option that it is not safe to do so:
 - (a) enter the Property;
 - (b) de-activate and/or re-set the alarm at the Property following activation;
 - (c) investigate the cause of the alarm at the Property being activated; and
 - (d) arrange for emergency repairs to be carried out at your expense if we reasonably consider that repairs are necessary to secure the Property;
 - 7.5.7 If it is not possible to de-activate and/or re-set the alarm at the Property we will request the attendance at the Property of your alarm supplier but if it fails to attend within four hours or declares the alarm inoperative, we will attempt to refer the matter to one of your Emergency Contacts;
 - 7.5.8 You will co-operate with us in our performance of the services and use all reasonable endeavours to assist us and provide any assistance or information as may be reasonably required by us to resolve any reported issues relating to Equipment or user error without delay to avoid unnecessary return attendances from us. We reserve the right to review the Contract and/or increase the Fees should any reported issues not be resolved due to your failure to comply with your obligations under this **clause** 7.5.8; and
 - 7.5.9 In the event that you cancel the Call-Out less than 7 days before the Call-Out, or our Staff arrive at the Property on the date for the Call-Out agreed with you and due to your act or omission we are prevented from commencing the Services you:
 - (a) shall be responsible for reimbursing us upon request all of our wasted costs reasonably incurred in attending at the Property;
 - (b) shall be responsible for arranging a new date for the Call-Out with us; and
 - (c) agree that we shall have no liability of whatever nature arising from or connected to any subsequent failure to perform the Call-Out as agreed between you and us.
- 7.6 If you request a repair Call-Out outside of your scheduled maintenance visits this will be charged in line with our current rates.
- 7.7 Where you request a Call-Out outside of Business Hours, then you agree that we may sub-contract any such Call-Out to a third party contractor, such contractor may not have access to our databases and thus may not be able to confirm whether your Equipment is within its guarantee period and in such circumstances you may be asked to pay an up-front charge in order for the contractor to attend the Call-Out, where your Equipment is within its guarantee period we will refund such charge.

8. CUSTOMER'S OBLIGATIONS

- 8.1 You will:
- 8.1.1 ensure that the terms of the Order are complete and accurate;
 - 8.1.2 co-operate with us in performance of the Services and provide any assistance or information as may reasonably be required by us to facilitate the performance of the Services;
 - 8.1.3 provide us and our Staff with access to your property, accommodation and other facilities on the date and time agreed and arrange for easy access to all working areas and surfaces necessary as reasonably required by us in order to provide the Services and take reasonable care to ensure the safety of our Staff;
 - 8.1.4 ensure that the Property is prepared for the Services and or equipment in the manner described in the Proposal, including by carrying out any alterations required. The functioning of the Security

System may be affected by changes to the layout of the Property and you should notify us of any changes so that we can advise on whether any additions or amendments to your Security System are required;

- 8.1.5 where applicable, supply adjacent to any electrical control unit a non-switched fuse 240v spur outlet, unless our engineer has been requested to fit this device by you and this has been included in the Order;
- 8.1.6 advise us of the existence of concealed water, gas, electricity, telephone or other services (if any known about) and point out to the Installation engineer their location before the Installation Services begin. We will use reasonable skill and care in identifying any concealed services not pointed out and we will only be liable for damage to those services or for resulting damage to the extent that we do not take such reasonable care. We will not be liable for damage to glass concealed within windows and doors which are not of a standard construction;
- 8.1.7 be responsible for the lifting of floorboards or floor coverings other than carpets, we will not be responsible for any damage resulting from the lifting and re-fitting of carpets;
- 8.1.8 inform us of any potential hazards at or changes to the Property and provide any protective equipment necessitated by such hazards;
- 8.1.9 obtain any applicable licences or consents necessary to the Services (including planning permission, permissions from building or local authorities and, if relevant, the consent of your landlord);
- 8.1.10 comply with other requirements described in the Proposal;
- 8.1.11 ensure that appropriate environmental conditions are maintained for the Equipment and/or Services and shall ensure that such Equipment and/or Services are housed and operated in a proper manner in accordance with our and/or the applicable manufacturer's instructions;
- 8.1.12 where appropriate, nominate an authorised representative to be available to liaise with, and respond to queries and agree any additional charges from us in respect of the provision of Services and the supply of Equipment (for example, in respect of the provision of Services, as to the resolution of conflicting priorities between two or more items of support or maintenance);
- 8.1.13 ensure that the Equipment and/or Services (or any part thereof) are:
 - (a) not modified without our prior written approval (which shall not be unreasonably withheld or delayed);
 - (b) not subjected to excessive physical and/or electrical stress, accident, neglect, misuse or other damage;
 - (c) not used in conjunction with any software, magnetic-media, accessory or consumable which does not meet with our or the relevant vendor's specifications, or which are defective;
 - (d) not attached to any object, repaired or reinstalled without our prior written approval (which shall not be unreasonably withheld or delayed); or
 - (e) maintained according to the care of finishes instructions provided with the Equipment.

in the event that the Equipment and/or Services are subjected to any of the acts set out in **sub-clauses** (a)–(d) (inclusive) or not maintained in accordance with **sub-clause** (e) we reserve the right to (i) charge for any remedial action required on a time and materials basis, in accordance with our then current rates from time to time in force; and (ii) invalidate the applicable Equipment guarantee;
- 8.1.14 promptly report to us any faults in the Equipment, including actioning any issues with internet service and network providers for continued operation of any local area network or Wi-Fi service;
- 8.1.15 at your own expense, execute all documents and do all acts and things reasonably required by us to give effect to the terms of the Contract and shall provide access to all information and documentation which is within its possession which is reasonably required by us to enable it to fulfil its obligations hereunder; and
- 8.1.16 provide to us in a timely manner all data, information and documentation reasonably required by us (as well as answers to queries and decisions, reasonably requested by us) to enable us to perform our obligations under the Contract and will ensure that such data, information and documentation is complete and accurate.

8.2 If we cannot perform the Services because you do not comply with your obligations under these Conditions, then we can suspend the Services without liability to you and/or make an additional charge of a reasonable sum to cover any extra work that is required.

8.3 If you do not pay us for the Services when you are supposed to, then we can suspend the Services including without limitation disabling access to the App until you have paid us the outstanding amounts. If

having had the Services suspended, you subsequently pay all outstanding amounts we will use reasonable endeavours to reinstate the Services within 48 hours of receipt of payment and you shall have no claim of whatever nature in respect of the non-availability of the Services during such 48-hour period.

8.4 If our performance of any of our obligations in respect of the Services and/or Equipment is prevented or delayed by any act or omission by you or failure or delay by you to perform any relevant obligation (“**Client Default**”):

8.4.1 we shall have the right, without limiting our other rights or remedies, to suspend performance of the Services until you have remedied the Client Default, and we may rely on the Client Default to relieve us from the performance of any of our obligations to the extent the Client Default prevents or delays our performance of any of our obligations under a Contract;

8.4.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from your failure or delay to perform any of your obligations as set out in this **clause 8** and you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from a Client Default.

9. MONITORING AND MAINTENANCE SERVICES

9.1 **Clause 9.2** will apply to the Contract if and to the extent that we have agreed to provide Monitoring Services and **clause 9.3** will apply to the Contract if and to the extent that we have agreed to provide Maintenance Services.

9.2 You agree that:

9.2.1 a suitable local area network (“**LAN**”) where applicable is available and operational at the Property for monitoring by the installation of a communication device, including either dual or single path or GPRS only communication, prior to Installation and throughout the period of the Contract. Failure to do so will result in Banham Security Monitoring the Security System without proper signalling, which may cause repeated fault signals to be notified, including the failure or intermittent loss of any internet connectivity, GPRS or IP signal.

9.2.2 you are responsible for upgrading the Equipment at your cost where necessary to maintain the Monitoring Services in the event that connectivity is lost due an Event Outside Our Control impacting the telephone or mobile service (e.g. PSTN or 2g/3g changes);

9.2.3 in the case of single path communication any prolonged interference with the LAN or Wi-Fi connection (including power outages) will result in missed signals to the Alarm Receiving Centre and Banham Security shall have no liability for any delay in the reporting of any emergency device signals including fire detection, panic alarms / hold up buttons and water leak detection resulting from such interference;

9.2.4 we use non-geographical phone numbers for our communication receivers, and you are responsible for meeting the cost of the additional charges, if any, made by your supplier of telephone and internet connection services as a result of their use in connection with the Monitoring Services

9.2.5 if changes to the environment at the Property (such as the overgrowing of trees) cause the Security System to be falsely activated, we will ask you remedy the situation and, if you fail to do so, we will be entitled to disconnect the relevant part of the Security System without liability to you;

9.2.6 we may at any time request the emergency services or your Emergency Contacts to attend the Property if we reasonably consider that there is a threat to any person or are obliged to do so by any Legal Requirement;

9.2.7 we cannot guarantee that the emergency services or the Emergency Contacts will respond as you would want them to if we report a problem at the Property;

9.2.8 our Alarm Receiving Centre will attempt to call site on receipt of an activation of a Personal Attack/Hold Up Alarm, unless otherwise instructed in writing by you to contact the Police (if response is lost due to false alarms, the Police may seek further forms of confirmation);

9.2.9 we do not guarantee that your use of the Monitoring Services will be uninterrupted or error free and we will not be responsible for our failure to provide the adequate Monitoring Services or our poor performance of the Monitoring Services or any other loss or damage if that failure or poor performance results from:

(a) defects in any parts of the Security System which have not been supplied by us;

(b) a defect in the Equipment caused by any of the factors described in **clause 4.5**; or

- (c) the signal from your Security System failing or being interrupted as a result of a power failure or problem with the telephone or internet connection or wireless transmissions of the equipment at the Property; or
- (d) the storage of your data on servers or the transfer of data over communications networks and facilities (including the internet) owned or operated by third parties and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such third-party servers or communications facilities; and

9.2.10 we will perform a line test on the Security Equipment once in every 24 hour period and as such you acknowledge that it may take up to 24 hours for a fault in the Security System to be notified to us and you agree that we shall have no liability to you in respect of any losses, claims, demands, damages, costs and expenses arising solely by reason of the lapse of time between the fault occurring and the next line test.

9.3 You agree that:

9.3.1 as part of the Maintenance Services we will visit the Property on an annual basis to carry out a full system check and change batteries where applicable. If we are unable to access the Property at the scheduled time on the scheduled date you may re-book the visit at no extra charge provided you make such booking within 7 days of the original scheduled visit. After this time, the visit will be deemed to have been completed and will be closed on our system. However, in the event that you have denied us access to the Property and you do not re-book within 7 days, you shall not be entitled to any refund of any payment made in respect of the original scheduled visit; and

9.3.2 any maintenance visits missed due to our default can be re-booked at no extra charge to you, however, if this is not possible or acceptable to you, we will reimburse one third of the annual maintenance contract Fees

10. KEYHOLDING SERVICES

10.1 This **clause** 10 applies to the Contract if and to the extent that we have agreed to provide Keyholding Services

10.2 You agree in relation to our holding of Keys that:

10.2.1 we shall hold the Keys received from you for the Property;

10.2.2 the Keys shall be kept sealed in a secured key room, in accordance with BS 7984-1:2016 (Keyholding and Response Services), that all procedures relating to this Contract are regulated by the same standard and that in some cases, Keys will be held using mobile response units secured in compliance with BS 7984-1:2016;

10.2.3 you will provide us with the correct Keys and/or any necessary codes required to gain access to the Property to enable us to perform our obligations under the Contract;

10.2.4 you may request delivery of the Keys or our attendance at any time at the cost shown in the Proposal;

10.2.5 subject to **clauses** 10.2.7 and 10.2.8, you can collect the Keys from us at any time during Business Hours;

10.2.6 you must inform us as soon as possible of any changes that might affect our performance of the Keyholding Services (including changes to the layout of or locks at the property or to the contact details for you or your Emergency Contacts);

10.2.7 Keys which are not collected from us within 3 months of the Contract ending will be destroyed;

10.2.8 we can refuse to give Keys back to you until all outstanding payments due to us from you have been paid;

10.2.9 you will not hold us liable for being unable to gain access to the Property due to the incorrect Keys or codes being provided by you;

10.2.10 we will not accept liability for the loss or damage of items whilst being transported or delivered at your request;

10.2.11 if we lose the Keys, we will notify you and arrange for the locks to be changed at our expense as soon as possible, and in any event within 5 days of us notifying you. If we are unable to replace the locks within this period we will let you know, following which you may arrange for the locks to be changed at our expense provided: (a) the replacement locks are the same, or are similar in design, functionality, specification, and cost of the original locks, and (b) you replace the locks within 5 days of us letting you know that we are unable to replace the locks;

10.2.12 we will not be responsible for any loss that arises as a result of us losing any Keys where such loss occurs on or after day 6 from:

- (a) the date we tell you we are not able to change the locks; or
 - (b) the date we change the locks,
- whichever occurs first;
- 10.2.13 you must inform us of any changes that might affect our performance of the Keyholding Services (including changes to the layout of or locks at the Property or to the contact details for the Emergency Contacts);
- 10.2.14 we will start providing the Keyholding Services from the date on which the Keys are first made available to us; and
- 10.2.15 you agree that in providing the Keyholding Services we will not under any circumstances do or commit to do anything that would amount to us assuming the powers of the Police.

11. INSTALLATION SERVICES

- 11.1 If we provide Installation Services to you, you agree that:
- 11.1.1 you must prepare the Property in the manner described and using the materials recommended in the Proposal before we commence the Installation Services and that in the event of you failing to prepare the Property or to use the recommended materials, we shall not be responsible to you for any loss, damage, cost, expense, claim, demand or proceedings arising out of or connected to such failure;
 - 11.1.2 the operation of the Security System may be interrupted or prevented during the carrying out of the Installation Services;
 - 11.1.3 where applicable, you should advise your insurers of the existing system being non-functional whilst works are undertaken and make alternative security arrangements for the duration of the works;
 - 11.1.4 we will only reuse parts of your existing Security System or other equipment if they are compatible with the Equipment and in good working order and you must replace any such parts or equipment that do not meet these criteria;
 - 11.1.5 the locations indicated in the Proposal for the Installation of the Equipment are provisional only and, if our installers recommend relocating the Equipment to alternative locations, you will not unreasonably withhold your consent;
 - 11.1.6 we will not be responsible for any conduit or containment unless specifically documented in the proposal, including redecoration or making good/civil works;
 - 11.1.7 apart from damage which is caused by our negligence, we will not be liable to make good any damage to the Property or any third-party equipment resulting from the Installation Services and for the avoidance of doubt, Banham Security shall in no circumstances have any liability for damage caused to concealed services, floor coverings or other décor within the Property; and
 - 11.1.8 in the event that you cancel the Installation date less than 7 days before the start date, or our Staff arrive at the Property on the start date for the Installation Services agreed with you and due to your act or omission we are prevented from commencing the Installation Services you:
 - (a) shall be responsible for reimbursing us upon request all of our wasted costs reasonably incurred in attending at the Property;
 - (b) shall be responsible for arranging a new start date for the Installation Services with us; and
 - (c) agree that we shall have no liability of whatever nature arising from or connected to any subsequent failure to complete the Installation Services in accordance with the original programme agreed between you and us.
- 11.2 In the event you believe the Installation Services have not been provided with reasonable skill and care (“**Standard**”) or due to our negligence we have caused damage to the Property or any third party equipment, you shall notify us within 7 days of the failure or damage coming to your attention following which we will investigate the alleged failure or damage (and you will provide all reasonable assistance required by us to carry out such investigation including providing access to the Property) and if in our opinion (acting reasonably) the Installation Services do not comply with the Standard (“**Failed Services**”) or the damage is our responsibility as set out in **clauses** 11.1.7 and 15.3 (“**Damage**”) we will in respect of Failed Services at our option re-perform the Failed Services so that they comply with the Standard or refund the charges for such Services and in respect of Damage we will repair the damage or arrange for the damage to be repaired at our cost. The remedies set out in this **clause** 11.2 are your sole remedies in respect of Failed Services or Damage and if you fail to notify us as required by this **clause** 11.2 and/or arrange for a third party to re-perform the Installation Services or repair the damage to the Property or third party equipment without our prior written consent and agreement to the cost, we will have no liability to re-

perform the Installation Services, repair the damage or reimburse any of the costs, charges or expenses of the employed third party incurred by the Customer.

12. CHARGES AND PAYMENT

- 12.1 The Fees for the Equipment and the Services shall be as set out in the Proposal or, if none are quoted, in our published price list at the time you place the Order, subject to any increases we agree from time to time.
- 12.2 The Fees are exclusive of all costs and charges of packaging, insurance, transport of the Equipment (“**Costs**”), Third Party Fees and Expenses the price of which will be set out separately in the Proposal and shall be invoiced separately in accordance with **clause** 12.5 and payable by the Customer in accordance with **clause** 12.8.
- 12.3 You must pay the Deposit upon placement of the Order. Where you have chosen to pay by direct debit monthly instalments but then cancel the Order prior to completion of the Installation Services, for the purposes of **clause** 16.3 we will take the Deposit from the direct debit mandated account. The Deposit is not refundable for Bespoke Items.
- 12.4 We may invoice you for the balance of the Fees (or the entire Fees where payment is by direct debit instalments) of the Equipment and Installation Services any time during stages of the installation or after we complete the Installation Services.
- 12.5 We will invoice you for Recurring Services, Costs, Third Party Fees and Expenses at the times and in the amounts set out in the Proposal (where there is an Extended Initial Period in accordance with **clause** 3.4, all Contract billing will be aligned to this new period).
- 12.6 In addition to our other rights under these Conditions to increase our charges, we can increase our charges (excluding VAT) for Recurring Services once in any 12-month period.
- 12.7 In addition to **clause** 12.6, Recurring Charges may also increase in the event that additional Equipment is installed at the Property.
- 12.8 You shall pay each invoice submitted by us within 7 days of the date of invoice in the case of service Call-Outs and in all other cases within 30 days of the date of invoice in full and cleared funds to a bank account nominated in writing by us or via any other payment method approved by us and time for payment shall be of the essence of the Contract. Where you have provided us with a direct debit bank mandate, we will take payment of the invoices automatically 7 or 30 days after the date of the invoice as appropriate. Subject to setting up a direct debit mandate in our favour, you may pay invoices in monthly instalments and your designated account will be charged automatically each month following completion of the Installation Services.
- 12.9 All charges payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (“**VAT**”) which you will pay to us in addition to the charges and at the same time as payment of the charges is due.
- 12.10 If you do not pay us when you are supposed to then we will charge you interest on the overdue amount at the rate of 4% above the base rate from time to time of our main bank in the United Kingdom. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You must pay the interest together with the overdue amount. In the event that you cancel your direct debit before all instalments have been paid, all remaining instalments shall immediately become due and payable, and the total outstanding balance shall be subject to interest in accordance with this **clause** 12.9.
- 12.11 However, if you dispute one of our invoices in good faith and you let us know promptly after you have received an invoice that you dispute it, we will not charge you interest until we have made reasonable efforts to resolve the dispute with you.
- 12.12 The Proposal is provided to you in line with the information given to us by you at the time of survey. Any Orders placed are in accordance with that information and any variation to the Property or environment after the point of Order, which may result in a change of the Proposal, will be chargeable by us. You may also by written notice to us, at any time, request a variation to the specification. In the event that we agree to any variation, the Fees shall be subject to fair and reasonable adjustment to be agreed in writing between you and us.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 All Intellectual Property Rights in the Equipment and all Intellectual Property Rights arising out of or in connection with the Services shall be owned by us.

- 13.2 You acknowledge that, in respect of any third-party Intellectual Property Rights in the Services and/or Equipment, your use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.

14. CONFIDENTIALITY

- 14.1 Each party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the business or affairs of the other party which may have or may in future come to its knowledge and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters.

15. OUR LIABILITY TO YOU

- 15.1 Except as set out in **clauses** 7.4 and 15, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the Equipment and Services are excluded to the extent permitted by law.
- 15.2 We do not warrant or guarantee that the provision of the Equipment and/or Services will eliminate the possibility of break-ins at the Property or remove the requirement for you to insure the Property.
- 15.3 When performing the Installation Services, we will make good any damage to the Property which is caused by our negligence or failure to comply with these Conditions, but we will not be responsible for repairing existing faults or making good any damage which is an unavoidable result of the Installation Services and which we have advised you could result.
- 15.4 Subject to **clause** 15.5, we are not liable to you in contract, tort or otherwise for any of the following losses arising out of or in connection with the Equipment and Services or otherwise in connection with the Contract: loss of damage incurred by you as a result of third party claims, loss of actual or anticipated profits, loss of business opportunity, loss of anticipated savings, loss of goodwill, injury to reputation or any indirect, special or consequential loss howsoever caused, even if we were advised of the possibility of them in advance. Subject to **clauses** 11.1.8(c) and 15.5, the entire liability of us arising out of or in connection with the supply, non-supply or delay in supplying the Equipment and Services, or otherwise in connection with the Contract, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited to a sum equivalent to the Fees paid by you under the Contract in the 12 months immediately preceding the date the liability arose.
- 15.5 We do not in any way limit or exclude our liability to you where it would be unlawful to do so including liability for:
- 15.5.1 death or personal injury resulting from negligence;
 - 15.5.2 breach of the obligations arising from section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - 15.5.3 Personal Data Breaches under the Data Protection Act 2018; or
 - 15.5.4 fraud or deceit.
- 15.6 This **clause** 15 shall survive termination of the Contract.

16. TERMINATION

- 16.1 Either party may terminate the Contract immediately on written notice to the other party if that other party:
- 16.1.1 is subject to an Insolvency Event;
 - 16.1.2 ceases or threatens to cease to exist or carry on its business; or
 - 16.1.3 is in material breach of the Contract and either that breach cannot be remedied or has not been remedied 30 days after the other party received a notice specifying the breach and requiring it be remedied.
- 16.2 Without limiting its other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if you:
- 16.2.1 fail to pay any amount due under a Contract on the due date for payment; or

- 16.2.2 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 16.3 Each party may cancel the Contract in relation to Recurring Services by giving not less than 7 days' written notice. If the Contract is cancel within the Initial Period or Extended Initial Period, except as set out in **clause 16.4**, there will be no refund or credit owed to you for any sums you have paid in advance for the Recurring Services in respect of the period from the date of termination to the expiry of the Initial Period or Extended Initial Period as appropriate ("**Remaining Balance**").
- 16.4 Where you are moving from one property to another and have entered into a new Contract for Recurring Services in respect of the new property prior to termination in accordance with **clause 16.3**, then the Remaining Balance will be credited to the new Contract. Without limiting our other rights or remedies, we may suspend the Services (including without limitation disabling access to the App) or deliveries of Equipment under the Contract or any other contract between you and us if you fail to pay any amount due under the Contract on the due date for payment, you become subject to any of the events referred to in **clause 16.1.1** or **clause 16.1.2**, or we reasonably believe that you are about to become subject to any of them.
- 16.5 On termination of the Contract for any reason:
- 16.5.1 you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Equipment and/or Services supplied but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;
- 16.5.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 16.5.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

17. EVENTS OUTSIDE OUR CONTROL

- 17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Conditions that is caused by an Event Outside Our Control.
- 17.2 If an Event Outside Our Control takes place that affects our performance of our obligations under the Contract for a period of more than four weeks, we shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

18. DATA PROTECTION

- 18.1 For the purposes of the Contract Banham Security is the Data Processor and the Customer is the Data Controller.
- 18.2 Each party shall comply with all relevant Data Protection Laws relating to the Processing of Personal Data, together with all reasonable requirements of the other party. To the extent that either party ("**Processor Party**") is Processing Personal Data on behalf of the other party ("**Controller Party**"), the provisions of **clause 18.3** below shall apply to such Processing.
- 18.3 Unless otherwise authorised in writing by the Controller Party, the Processor Party shall:
- 18.3.1 process the Personal Data (and shall maintain records of such processing activities) strictly in accordance with the documented instructions of the Controller Party (the "**Permitted Purpose**"), except where otherwise required by any law applicable to the Processor Party. In no event shall the Processor Party:
- (a) process the Personal Data for its own purposes or those of any third party;
 - (b) assume any responsibility for determining the purposes for which and the manner in which the Personal Data is processed;
 - (c) disclose the Personal Data to any third party (other than its authorised subcontractors) without the prior consent of the Controller Party, except where and to the extent disclosure is required
 - (d) by any law applicable to the Processor Party; or
 - (e) process the Personal Data in any way that would cause the Controller Party to breach any of its obligations under applicable Data Protection Laws.
- 18.3.2 give written notice to the Controller Party of any requirement to disclose Personal Data under **clause 18.3.1(c)** promptly after becoming aware of that requirement;

- 18.3.3 provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to the Controller Party (at its own expense) to enable the Controller Party to respond to: (i) any request from a data subject to exercise any of its rights under applicable Data Protection Laws (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to the Processor Party, they shall promptly inform the Controller Party providing full details of the same;
- 18.3.4 not subcontract any processing of the Personal Data to a third-party subcontractor without the prior written consent of the Controller Party. Notwithstanding this, the Controller Party consents to the Processor Party engaging third party subcontractors to process the Personal Data provided that: (i) the Processor Party provides at least 30 days' prior notice of the addition or removal of any subcontractor (including details of the processing it performs or will perform; (ii) the Processor Party imposes data protection terms on any subcontractor it appoints that protect the Personal Data to the same standard provided for by this **clause 18**; and (iii) the Processor Party remains fully liable for any breach of this **clause 18** that is caused by an act, error or omission of its subcontractor. If the Controller Party refuses to consent to the Processor Party's appointment of a third-party subcontractor on reasonable grounds relating to the protection of the Personal Data, then either the Processor Party will not appoint the subcontractor, or the Controller Party may elect to suspend or terminate this Agreement without penalty;
- 18.3.5 upon becoming aware of a Security Incident, inform the Controller Party immediately and shall provide all such timely information and cooperation as the Controller Party may reasonably require, including in order for the Controller Party to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) applicable Data Protection Laws. The Processor Party shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep the Controller Party up to date of all developments in connection with the Security Incident;
- 18.3.6 where requested by the Controller Party, provide details of the Personal Data relating to the Contract held by it in relation to any individual promptly after its receipt of the Controller Party's request;
- 18.3.7 bring into effect and maintain appropriate technical and organisational measures:
- (a) to maintain security; and
 - (b) to prevent unauthorised or unlawful access to or processing of personal data and accidental loss or destruction of, or damage to, Personal Data,
- and shall supply a detailed written description of such measures on request, which must contain sufficient detail to enable the other party to determine whether or not any applicable Personal Data is being or has been processed in compliance with all relevant Data Protection Laws relating to the Processing of Personal Data;
- 18.3.8 permit the Controller Party (or its appointed third-party auditors bound by a duty of confidentiality) to audit the Processor Party's compliance with this **clause 18** and shall make available to the Controller Party all information, systems and staff necessary for the Controller Party (or its third-party auditors) to conduct such audit. The Processor Party acknowledges that the Controller Party (or its third-party auditors) may enter its premises for the purposes of conducting this audit, provided that the Controller Party gives it reasonable prior notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to the Processor Party's operations. The Controller Party will also exercise its audit rights (i) if and when required by instruction of a Supervisory Authority; or (ii) if the Controller Party believes a further audit is necessary due to a Security Incident suffered by the Processor Party;
- 18.3.9 upon termination of the Agreement, the Processor Party shall (at the Controller Party's election) promptly destroy or return to the Controller Party all Personal Data (including all copies of the Personal Data) in its possession or control (including any Personal Data subcontracted to a third party for processing). This requirement shall not apply to the extent that the Processor Party is required by any law to retain some or all of the Personal Data, in which event the Processor Party shall isolate and protect the Personal Data from any further processing except to the extent required by such law.
- 18.4 Any Personal Data which is provided by the Customer to Banham Security will be processed and stored by Banham Security in accordance with Banham Security's privacy policy which can be accessed at <https://www.banham.co.uk/privacy-promise/>.
- 18.5 Any Personal Data which you provide in the course of using the Pyronixcloud service will be processed in accordance with the policies outlined in the Pyronixcloud privacy notice which can be found at <https://www.pyronixcloud.com/privacy-policy>.

- 18.6 For processing of Personal Data in connection with this Contract: the duration of the processing is for the term of the Contract or such longer period as is required by law; the subject matter, nature and purpose is the storage of Personal Data and the sharing of Personal Data between the parties and their respective group companies to allow performance of the parties' obligations pursuant to the Contract; types of Personal Data subject to processing pursuant to the Contract are names, addresses, email addresses, and the categories of data subjects are Banham Security and Customer contact details, employees of Banham Security and the Customers and any contact details of any Emergency Contacts.

19. GENERAL

- 19.1 **Assignment.** Banham Security may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party. The Customer shall not, without Banham Security's prior written consent, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 19.2 **Notices.** Any notice or other communication required under these Conditions must be in writing and service must be by one of the following methods:
- (a) personally (when service shall be effective on delivery); or
 - (b) by recorded delivery (when service shall be effective on delivery).
- and a party's address for services will be its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause.
- 19.3 **Severance.** Each of the provisions of these Conditions is distinct and severable from the others. If any of those provisions is or becomes invalid or unenforceable (whether wholly or partly), the validity and enforceability of the remaining provisions (or the same provision to any other extent) shall not be affected or impaired in any way. If any provision of these Conditions is or becomes invalid or unenforceable (whether wholly or partly) then the provision shall apply with the minimum deletion or modification necessary to make it valid or enforceable.
- 19.4 **Waiver.** A party can only waive a right or remedy provided in these Conditions or by law by express written notice. No failure or delay to exercise any power, right or remedy under these Conditions shall operate as a waiver of it. Any single or partial exercise or waiver of any power, right or remedy shall not preclude its further exercise or the exercise of any other power, right or remedy. All rights of any person contained in this agreement are in addition to all rights vested or to be vested in it pursuant to common law or statute. No election by Banham Security to affirm the Contract will be effective unless it is made in writing.
- 19.5 **No partnership or agency.** Nothing in the Contract shall be deemed to constitute a partnership or agency relationship between the parties or any other person. Save as expressly provided in these Conditions, the execution, completion and implementation of this agreement shall not confer on either party or any other person any power to bind or impose any obligations on the other party.
- 19.6 **Third party rights.** Nothing under these Conditions confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 19.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Banham Security.