

## General terms and conditions

### 1. Basis of Contract

- 1.1. The Order is an offer by the Customer to hire the Equipment (and if applicable, purchase ancillary Goods) and/or to purchase Services in accordance with these Terms and Conditions (Conditions).
- 1.2. An Order is only accepted when the Supplier issues an Order Confirmation, at which point a Contract comes into existence.
- 1.3. Descriptive matter or advertising issued by the Supplier is only intended to give an approximate idea of the Equipment, Goods and/or Services and does not form part of the Contract.
- 1.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, custom, practice or course of dealing. The Customer waives any right it might otherwise have to rely on any term in, endorsed upon or delivered with any documents of the Customer that is inconsistent with these Conditions.
- 1.5. Any quotation given by the Supplier shall not constitute an offer, and is only valid for thirty (30) days from its date of issue.
- 1.6. These Conditions apply to the hire of Equipment, sale of Goods and supply of Services except where expressly specified or the context otherwise requires.
- 1.7. To the extent of any conflict or inconsistency between the documents listed below, the following order of precedence applies:
  - 1.7.1. the Order Confirmation;
  - 1.7.2. these Conditions;
  - 1.7.3. any quotation given by the Supplier.

### 2. Equipment Hire

- 2.1. The Supplier shall hire the Equipment to the Customer for use at the Site, subject to the terms and conditions of the Contract.
- 2.2. The Supplier shall not, other than in the exercise of its rights under the Contract or applicable law, interfere with the Customer's quiet possession of the Equipment.
- 2.3. The Hire Period starts on Delivery of the Equipment and shall continue (including when the Equipment is under repair) until: the end date specified in the Order Confirmation; or, if no end date is specified in the Order Confirmation, the date five (5) Business Days after the Customer gives written notice to the Supplier to end the Hire Period; or the date of earlier termination of the Contract in accordance with its terms.

### 3. Delivery, Installation and Site Conditions

- 3.1. Unless otherwise agreed between the Parties, the Supplier shall deliver the Equipment at the Delivery Location.
- 3.2. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier may postpone the date of delivery, installation, collection or disassembly due to (in the Supplier's opinion) adverse weather conditions.
- 3.3. The Supplier shall not be liable for any delay or failure in delivery to the extent that it is caused by a Force Majeure event, or the Customer's failure to comply with Clause 3.5, or to provide the Supplier with adequate delivery instructions.
- 3.4. If the Customer fails to take delivery of the Equipment then the Equipment shall be deemed delivered and the Supplier may (at its option): (i) store the Equipment at the Customer's risk until

actual delivery and charge the Customer for the reasonable costs (including insurance) in connection with such storage; or (ii) terminate the Contract without any liability to the Supplier.

- 3.5. To facilitate Delivery and (if applicable) installation and/or collection and disassembly of the Equipment, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery, installation, collection and disassembly to be carried out safely and expeditiously, including:
  - 3.5.1. ensuring the surface (measuring at least 2.75m x 2.75m) is level, firm and dry in readiness for installation;
  - 3.5.2. provision of all necessary permits, licences and consents before commencement of installation;
  - 3.5.3. provision of an electricity supply within 25m of the installation point (unless the Equipment does not need electricity); and
  - 3.5.4. notification of the location of underground cables and pipes before commencement of installation.

### 4. Warranty

- 4.1. The Supplier warrants that the Equipment shall conform in all material respects with the Specification and be free from material defects in design, material and workmanship during the Hire Period.
- 4.2. Subject to Clause 4.3, the Supplier shall, at its option, repair or replace defective Equipment within a reasonable period following notification by the Customer that the Equipment does not comply with the warranty in Clause 4.1.
- 4.3. The Supplier shall not be liable for the Equipment's failure to comply with the warranty set out in Clause 4.1 if:
  - 4.3.1. the defect arises because the Customer failed to follow the Supplier's instructions (or good trade practice) as to the use of the Equipment;
  - 4.3.2. the Customer alters or repairs the Equipment without the written consent of the Supplier;
  - 4.3.3. the defect arises as a result of wilful damage, negligence, or abnormal working conditions; or
  - 4.3.4. the Equipment differs from the Specification as a result of changes made to ensure it complies with applicable statutory or regulatory standards; or
  - 4.3.5. the Charges for the hire of the Equipment have not been paid by the due date for payment.
- 4.4. Except as provided in this Clause 4, and subject to Clause 13.3, the Supplier shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in Clause 4.1.
- 4.5. Goods: save for the warranty as to title in accordance with section 12 of the Sale of Goods Act 1979, the Customer shall be entitled only to such warranty or other benefit as the Supplier has received from its own supplier or the manufacturer Goods.

### 5. Title, Risk and Insurance

- 5.1. The Equipment shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of the Contract).

- 5.2. The risk of loss, theft, damage or destruction of the Equipment (and any Goods) shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Hire Period and any further term during which the Equipment is in the possession, custody or control of the Customer (Risk Period) until such time as the Equipment is redelivered to the Supplier. Without prejudice to any other right or remedy of the Supplier, the Supplier reserves the right to continue to charge the Charges for the hire of the Equipment during the Risk Period. During the Hire Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
- 5.2.1. insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Supplier may from time to time nominate in writing;
- 5.2.2. insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
- 5.2.3. insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer in writing.
- 5.3. The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Equipment.
- 5.4. If the Customer fails to effect or maintain any of the required insurances, the Supplier shall be entitled to effect and maintain them, and recover the premiums from the Customer.
- 5.5. The Customer shall, on demand, supply copies of the insurance policies or other confirmation acceptable to the Supplier to confirm the insurance arrangements.
- 5.6. Goods: title shall pass to the Customer when the Supplier receives full payment or the Customer resells the Goods.

## 6. Customer's Obligations – Equipment

- 6.1. The Customer shall during the term of the Contract:
- 6.1.1. ensure the Equipment is kept and operated in a suitable environment, used only for its intended purpose and in a proper manner by competent staff in accordance with the Supplier's instructions;
- 6.1.2. take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being used or cleaned by a person at work;
- 6.1.3. not alter or repair the Equipment and not remove any component(s) from the Equipment without the prior written consent of the Supplier;
- 6.1.4. keep the Supplier fully informed of all material matters relating to the Equipment;
- 6.1.5. keep the Equipment at all times at the Site and not move or attempt to move any part of the Equipment to any other location without the Supplier's prior written consent;
- 6.1.6. permit the Supplier or its representatives to inspect, maintain and repair the Equipment at all reasonable times and for such purpose to enter on the Site or any premises at which the Equipment is located, and shall grant (or procure) reasonable access and facilities for such purpose;
- 6.1.7. not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

- 6.1.8. not without the prior written consent of the Supplier, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Supplier against all losses, costs or expenses incurred as a result of such affixation or removal;
- 6.1.9. not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of the Supplier in the Equipment;
- 6.1.10. not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify the Supplier and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 6.1.11. not use the Equipment for any unlawful purpose;
- 6.1.12. not remove the Supplier's identification labels from the Equipment;
- 6.1.13. deliver up the Equipment at the end of the Hire Period in clean condition and arranged ready for transport, at such address as the Supplier requires, or if necessary allow or procure for the Supplier or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment;
- 6.1.14. not do or permit to be done anything which could invalidate the insurances referred to in Clause 5.2; and
- 6.1.15. in wind force 7 or more, check the Equipment outriggers are extended and firmly on the ground and, at the Supplier's request, screw in the camera.

- 6.2. Subject to Clause 13.3, the Supplier shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of, or in connection with any failure by the Customer to comply with the terms of the Hire Contract.

## 7. Supply of Services

- 7.1. The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 7.2. The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Confirmation or as otherwise agreed in writing between the Parties, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3. The Supplier may amend the Specification for the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer of such amendment.
- 7.4. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

- 7.5. The Customer shall:
- 7.5.1. provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
  - 7.5.2. prepare the Customer's Site or premises for the supply of the Services and obtain and maintain all licences, permissions and consents required for the Services before the date on which the Services are to start.

8. Customer's Obligations - General

- 8.1. The Customer shall:
- 8.1.1. ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
  - 8.1.2. co-operate with the Supplier in all matters relating to the hire of the Equipment and/or supply of the Services;
  - 8.1.3. comply with all applicable laws, including health and safety laws in connection with use of the Equipment and/or the Services;
  - 8.1.4. keep all materials, documents and other property of the Supplier (Supplier Materials) at the Customer's Site or premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
  - 8.1.5. comply with any additional obligations as set out in the Specification.

9. Charges and Payment

- 9.1. The Charges (and any applicable payment schedule) shall be as set out in the Order Confirmation or as otherwise agreed in writing by the Parties.
- 9.2. The Supplier may increase the Charges by giving notice to the Customer at any time before delivery or commencement, to reflect any increase in the cost to the Supplier of hiring the Equipment, supplying the Goods or performing the Services that is due to: any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and/or manufacturing costs); any request by the Customer to change the delivery date(s), quantities or types or Specification of Equipment or Goods and/or Services ordered; or any delay caused by the Customer's instructions or failure to give adequate or accurate information or instructions.
- 9.3. Charges shall be payable by the Customer in accordance with the payment terms set out in the Order Confirmation or as otherwise agreed in writing by the Parties and shall be made in full and in cleared funds in pounds sterling to a bank account nominated in writing by the Supplier. Time for payment shall be of the essence of the Contract.
- 9.4. All amounts payable by the Customer under the Contract are exclusive of VAT. Where any taxable supply for VAT purposes is made under the Contract by the Supplier, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts as are chargeable in respect of VAT at the same time as payment is due for the hire or supply of the Equipment, Goods or Services.
- 9.5. If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under Clause 14, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 9.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 9.6. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Data Protection

- 10.1. Unless the context otherwise requires, for the purpose of this Clause 10: (i) Data Protection Law means all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of personal data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the UK General Data Protection Regulation (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018 and the EU General Data Protection Regulation (Regulation (EU) 2016/679) (together, the GDPR); and (ii) the terms controller, processor, processing/process, personal data and data subject shall be interpreted and construed by reference to Data Protection Law.
- 10.2. For the purpose of this Clause 10, Personal Data means the personal data that is processed by the Supplier on behalf of the Customer for the performance of a Contract under these Conditions, as further described in this Clause 10.
- 10.3. The personal data processing details contemplated under these Conditions are as follows:

<b>Subject matter, nature and purpose of the processing of Personal Data</b>	The processing activities of the Supplier under the Contract relate to: (i) the capture, analysis and transmission of CCTV video images; and (ii) access controls at the Customer's site(s). The processing of Personal Data is carried out for the purpose of performing the Contract.
<b>Duration of the processing of Personal Data</b>	The Supplier will process the Personal Data for the term of the Contract.
<b>Type of Personal Data processed</b>	The Supplier may process the following types of personal data: (i) Video images; (ii) criminal activity data; and (iii) names, photos, dates of birth, employer details, mobile phone numbers, social security numbers, training records, presence, detection and identification numbers from swipe cards.
<b>Categories of data subjects of the Personal Data processed</b>	The Supplier's processing may include individuals (including employees, workers, contractors, visitors and customers) at the Customer's site(s).
- 10.4. For the purposes of Data Protection Law, the Supplier acts as a processor in its processing of Personal Data on behalf of the Customer (as controller) in the performance of the Supplier's obligations under these Conditions.
- 10.5. The Supplier shall only process the Personal Data for the purpose of performing its obligations under a Contract and in accordance with the written instructions of the Customer unless the Supplier is subject to an obligation under applicable law of the UK, European Union or a member state of the European Union to do otherwise, in which case the Supplier shall notify the Customer in advance of that legal obligation (unless prohibited by that law on important grounds of public interest).
- 10.6. The Supplier shall notify the Customer immediately if, in the Supplier's opinion, an instruction from the Customer breaches a requirement of Data Protection Law.
- 10.7. The Supplier shall ensure that all personnel with access to Personal Data are subject to a contractual duty to hold the Personal Data in strict confidence and only process the Personal Data in the manner permitted by this Clause 10.
- 10.8. The Supplier shall, at the Customer's request and expense (and in accordance with the Customer's instructions) assist the Customer: (i) in responding to, and complying with, all data subject rights requests relating to the Personal Data (each a Request), including by providing to the Customer, such assistance as is contemplated by Article 28(3)(e) of the GDPR; and (ii) in ensuring compliance with the obligations in Articles 32 to 36 of the GDPR (and equivalent requirements of other Data Protection Laws).

- 10.9.** The Supplier shall promptly notify the Customer in writing of each personal data breach (as defined in the GDPR) of which it becomes aware or reasonably suspects has occurred.
- 10.10.** The Supplier shall not transfer, access or process the Personal Data outside the United Kingdom, except where expressly authorised by the Customer in writing to do so. The Customer acknowledges that the Supplier may transfer Personal Data to any countries covered by a UK adequacy regulation for the purpose of the performance of the Supplier's obligations under the Contract and the Customer authorises this.
- 10.11.** The Customer agrees and consents that the Supplier may subcontract the processing of Personal Data to any third party (a subprocessor). The Supplier shall notify the Customer of any intended changes concerning the addition or replacement of any subprocessor and shall allow the Customer to object to such changes. The Supplier shall remain fully liable for the acts and omissions of each subprocessor.
- 10.12.** Upon conclusion of the Personal Data processing activities contemplated by a Contract, the Supplier will (as directed by the Customer or, in the absence of any direction, as elected by the Supplier) securely return or securely destroy the Personal Data and all copies held by or on behalf of the Supplier, unless the Supplier is required to keep such Personal Data for its compliance with applicable law.
- 10.13.** The Supplier shall be entitled to retain CCTV footage for a period of 28 days as part of its retention policy in order to deal with any queries from the Customer.
- 10.14.** The Supplier shall provide the Customer with all information reasonably requested by the Customer to enable the Customer to verify the Supplier's compliance with this Clause 10. Without prejudice to the foregoing, and upon reasonable prior written notice from the Customer, the Supplier shall assist the Customer in undertaking an audit of the Supplier's compliance with the requirements of this Clause 10 with respect to Personal Data, provided that the scope of the audit and the manner in which it is conducted will be agreed between the Parties in advance. The Customer agrees to act reasonably and in good faith in exercising its audit rights under this Clause. The Supplier's costs and expenses incurred in assisting the Customer with each audit shall be borne by the Customer.
- 10.15.** If there is any inconsistency or conflict between this Clause 10 and any other Clauses, this Clause 10 shall prevail to the extent required to enable the Parties to comply with Data Protection Law.

## 11. Confidentiality

- 11.1.** Each Party undertakes that it shall not at any time during the term of the Contract, and for two years thereafter, disclose any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by Clause 11.2.11.2
- 11.2.** Each Party may disclose the other Party's confidential information: to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with the Contract; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## 12. Indemnity

- 12.1.** Except to the extent the Supplier is liable to the Customer under the Contract, the Customer shall indemnify the Supplier against all and any loss, damage, claims, cost and expense incurred by the Supplier:
- 12.1.1.** arising directly or indirectly from any failure or delay of the Customer to perform any of its obligations under the Contract;
- 12.1.2.** arising in connection with the Supplier's use of any information, instructions, specifications, materials or products supplied by the Customer to the Supplier under or in connection with the Contract; and

- 12.1.3.** toward a third party arising out of or in connection with the Equipment, Goods or Services supplied to the Customer whether arising by reason of the negligence of the Supplier or otherwise (including claims by customers of the Customer).

## 13. Limitation of Liability

- 13.1.** The Charges for the Equipment, Goods and/or the Services are determined on the basis of the exclusions from and limitations of liability contained in these Conditions. The Customer accepts that the exclusions and limitations of liability contained in these Conditions are reasonable because (amongst other matters) the likelihood that otherwise the amount of damages awardable to the Customer against the Supplier for certain acts or omissions of Supplier may be disproportionately greater than the charges for the Equipment, Goods and/or the Services.
- 13.2.** The restrictions on liability in this Clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence) or otherwise.
- 13.3.** Nothing in the Contract limits any liability which cannot legally be limited, including liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979, section 2 of the Supply of Goods and Services Act 1982, or section 7 of the Supply of Goods and Services Act.
- 13.4.** Subject to Clause 13.3:
- 13.4.1.** the Supplier's liability (other than for Data Protection Liability) for any one action arising under or in connection with a Contract shall be limited to £7,500, provided that the Supplier's total liability to the Customer under or in connection with any Contract shall not exceed £22,500 in any year; and
- 13.4.2.** the Supplier's liability to the Customer for all Data Protection Liability under all Contracts shall not exceed £50,000 in any year.
- 13.5.** Subject to Clause 13.3, the Supplier shall not be liable for:
- 13.5.1.** loss of profits;
- 13.5.2.** loss of sales or business;
- 13.5.3.** loss of agreements or contracts;
- 13.5.4.** loss of anticipated savings;
- 13.5.5.** loss of use or corruption of software, data or information;
- 13.5.6.** loss of or damage to goodwill;
- 13.5.7.** indirect or consequential loss; and
- 13.5.8.** loss or damage caused by wind force 8 or higher.
- 13.6.** Subject to Clause 13.3:
- 13.6.1.** the Customer acknowledges that any recommendations given by the Supplier as to the use, application or handling of the Equipment, Goods and/or the Services in response to an enquiry or an Assessment of the Site or otherwise in connection with the Contract (whether in writing or otherwise) are provided in good faith and the Customer shall be responsible for assessing the suitability and appropriateness of such recommendations for itself and the Supplier shall not have any liability for such recommendations;
- 13.6.2.** the Supplier accepts no liability for loss caused as a result of the Supplier's personnel following the Customer's guidance or instructions in the performance of the Services;
- 13.6.3.** the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer's failure or delay to perform any of its obligations under the Contract;
- 13.6.4.** all warranties, conditions or terms not set out in the Contract and which would otherwise be implied into the Contract are, to the fullest extent permitted by law, excluded; and



- 13.6.5. the Customer shall only be entitled to bring a claim against the Supplier where the Customer issues legal proceedings against the Supplier within the period of one (1) year commencing on the date upon which the Customer ought reasonably to have known of its entitlement to bring a claim.

## 14. Termination

- 14.1. Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer:
- 14.1.1. if the Customer fails to pay any amount due under the Contract on the due date for payment;
  - 14.1.2. if the Customer commits a material breach of its obligations under the Contract and (if remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
  - 14.1.3. the Customer repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
  - 14.1.4. to the extent permitted by law, if the Customer becomes Insolvent;
  - 14.1.5. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or
  - 14.1.6. in accordance with Clause 3.4.
- 14.2. The Hire Contract shall automatically terminate if a Total Loss occurs in relation to the Equipment.

## 15. Consequences of Termination

- 15.1. On expiry or termination of the Contract:
- 15.1.1. the Supplier's consent to the Customer's possession of the Equipment shall terminate;
  - 15.1.2. the Supplier (or its representatives) may, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located;
  - 15.1.3. the Customer shall pay to the Supplier on demand any costs and expenses incurred by the Supplier in recovering the Equipment or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs);
  - 15.1.4. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Equipment, Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - 15.1.5. the Customer shall return any Goods which have not been fully paid for and if the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them.
- 15.2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the Parties that have accrued up to the date of termination or expiry, 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.
- 15.3. Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect including Clauses 4.5, 5, 10, 11, 12, 13, 15 and 16.1.

## 16. General

- 16.1. All intellectual property rights in or arising from the provision of Equipment, Goods and/or Services shall be owned by the Supplier (or its licensor).
- 16.2. Neither Party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for four (4) months, the Party not affected may terminate the Contract by giving 14 days' written notice to the affected Party.
- 16.3. Any notice given to a Party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), with a copy sent by email to the Party's usual representative for the Contract. Notice shall be deemed received: if delivered by hand, at the time the notice is left at the proper address; or, if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting. This Clause does not apply to service of proceedings or documents in any legal action or method of dispute resolution.
- 16.4. The Supplier may at any time assign, mortgage, charge, subcontract, or otherwise deal with any or all of its rights and obligations under the Contract. The Customer shall not assign, transfer, mortgage, charge, subcontract, or otherwise deal with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 16.5. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, without affecting the validity and enforceability of the rest of the Contract.
- 16.6. No failure or delay by a Party to exercise any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.7. Nothing in the Contract establishes any partnership or joint venture or makes either Party the agent of the other.
- 16.8. The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- 16.9. Unless expressly stated, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.
- 16.10. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the Parties (or their authorised representatives).
- 16.11. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## 17. Definitions and Interpretation

17.1 The following definitions and rules of interpretation apply in these Conditions:

<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open.
<b>Charges</b>	the charges payable by the Customer to the Supplier for hire of the Equipment, purchase of Goods or supply of Services.
<b>Contract</b>	the contract between the Supplier and the Customer for the hire of Equipment, sale of any ancillary Goods and/or the supply of Services in accordance with these Conditions.
<b>Customer</b>	the customer who hires the Equipment and/or purchases the Services from the Supplier.
<b>Data Protection Liability</b>	the Supplier's liability arising under or in connection with Clause 10.
<b>Delivery</b>	delivery of the Equipment in accordance with Clause 3.1.
<b>Delivery Location</b>	the location(s) for delivery of the Equipment as specified in the Order Confirmation, or such other location as the Parties agree in writing.
<b>Equipment</b>	equipment hired or to be hired by the Customer from the Supplier as identified in the Order Confirmation or as otherwise agreed between the Parties.
<b>Force Majeure</b>	events, circumstances or causes beyond the relevant Party's reasonable control.
<b>Goods</b>	ancillary Goods purchased or to be purchased by the Customer from the Supplier in connection with the hire of Equipment, as identified in the Order Confirmation or as otherwise agreed between the Parties.
<b>Hire Contract</b>	a Contract for the hire of Equipment.
<b>Hire Period</b>	has the meaning given to it in Clause 2.3.
<b>Insolvent</b>	any of the following occurring in relation to a Party: (i) any step or action is taken, any notice, document, petition or application is filed at court, or any resolution is passed, in connection with that Party entering administration, a moratorium, provisional liquidation, a company voluntary arrangement, an arrangement under Part 26A of the Companies Act 2006 or any other composition or arrangement with its creditors (other than in relation to a solvent restructuring), bankruptcy, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring) or having a receiver appointed over any of its assets; (ii) an event similar or analogous to those listed in (i) above occurs under the law of any jurisdiction of a Party; or (iii) a Party suspends or threatens to suspend, or ceases, or threatens to cease, to carry on all or a substantial part of its business.
<b>Order</b>	the Customer's order (in writing or verbal) for the hire of Equipment (and if applicable, purchase of Goods) and/or the supply of Services.
<b>Order Confirmation</b>	an acknowledgement of an Order issued in writing by the Supplier to the Customer.

<b>Party</b>	Supplier or Customer; Parties means both of them.
<b>Risk Period</b>	the period during which the Equipment is at the sole of the risk of the Customer as set out in Clause 5.2.
<b>Services</b>	the services supplied or to be supplied by the Supplier to the Customer as identified in the Order Confirmation or as otherwise agreed in writing between the Parties.
<b>Site</b>	the site for the delivery or use of the Equipment and/or performance of the Services, as identified in the Order Confirmation or as otherwise agreed in writing between the Parties.
<b>Specification</b>	any specification for the Equipment, Goods and/or Services agreed in writing by the Parties.
<b>Supplier</b>	either BauWatch (UK) Limited (a company incorporated and registered in England and Wales under company number 07830541 whose registered office is at Bdo, R+, 2, Blagrove Street, Reading, Berkshire, England, RG1 1AZ) or Sicuro (UK) Ltd (a company incorporated and registered in England and Wales under company number 07968266 whose registered office is at Bdo, R+, 2, Blagrove Street, Reading, Berkshire, England, RG1 1AZ), as applicable, being the supplier of the Equipment for hire (along with any Goods) and/or the supplier of the Services under the Contract.
<b>Total Loss</b>	the Equipment is, in the Supplier's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.
<b>VAT</b>	value added tax (or equivalent).
<b>Warranty Period</b>	has the meaning given in Clause 4.1.

17.2. Interpretation:

- 17.2.1. Clause and paragraph headings shall not affect the interpretation of these Conditions.
- 17.2.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 17.2.3. Reference to a Party includes successors and permitted assigns.
- 17.2.4. Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 17.2.5. Reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes subordinate legislation made under it.
- 17.2.6. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 17.2.7. Unless otherwise expressly stated, a reference to writing or written includes fax and email.