

AGREEMENT									
This agreement is made on the Chubb Fire & Security Limited ("we, us") whose registered company number is 524469, and whose registered office is at Chubb House, Shadsworth Road, Blackburn, BB1 2PR and the party specified in section 2 of the schedule below as the Customer ("the Customer", "you"). Chubb Fire & Security Limited will provide the goods and services selected and described in the agreement and the Customer shall comply with its obligations under this agreement . This agreement is subject to the terms and conditions on pages 2 – 7 of this agreement .									
SCHEDULE									
1. Customer details		Customer (company) registered no: .							
2. Invoice address					3. Site address				
Customer	We Do Stuffs Limited				Customer	We Do Stuffs Limited			
Address line 1	Bridge Street Chambers				Address line 1	Circle Square			
Address line 2	72 Bridge Street				Address line 2	Click here to enter text.			
Address line 3					Address line 3				
Town / City	Manchester				Town / City	Manchester			
County	Click here to enter text.				County	.			
Postcode	M3 2RJ				Postcode	M1 7ED			
4. Invoice address contact					5. Site address contact				
Contact name	Mrs Hannah McNicol				Contact name	Mrs Hannah McNicol			
Position	Operations				Position	Operations			
Phone Number					Phone Number				
Mobile Number	07507318043				Mobile Number	07507318043			
email	hannah@wedostuffs.co.uk				email	hannah@wedostuffs.co.uk			
6. Specification	Number		Date						
7. Installation / extension charges (excluding VAT)									
The installation charge or extension charge for supplying, installing or extending, and commissioning your new or extended intruder alarm system as selected below shall be paid in accordance with clause 8 of the terms and conditions: Supply system ☒ Install system ☒ Extend system ☐ Commission system ☒					Total installation charge :	£	+ VAT		
					Total extension charge :	£	+ VAT		
8. Maintenance and monitoring charges (excluding VAT)									
8.1 The charge for the maintenance and monitoring of your intruder alarm system for a minimum term of three years includes: the charge (if any) we have to pay for the use of the signalling device , the charge for the keyholder care service (if selected below), the charge for any additional monitoring services selected below: Fire detection & alarm system monitoring ☐ keyholder care service ☐ Other ☐ description _____					Annual charge (in advance):	£	+ VAT		
					Monthly charge payment by direct debit:	£ 100	+ VAT		
					Monthly charge payment on invoice:	£	+ VAT		
8.2 All charges for the maintenance service and monitoring service apply from the actual start date , the charges shall be paid in the manner completed above and in accordance with clause 8 of the terms and conditions.									
9. Appropriate fire and police authority									
Fire authority					Police authority				
Intruder unique reference no. ("URN")					Response level				
Hold-up/personal alarm unique reference no. ("URN")					Response level				
10. Chubb Fire & Security Limited branch address									
Manchester Branch - Parkfield House, Manchester Old Road,, Middleton, Manchester M24 4DQ									
11. For Chubb use only									
iSales number					Agreement / contract number				
					Customer requested start date				
12. IMPORTANT notice to you concerning the liability of Chubb Fire & Security Limited									
The Customer agrees and accepts that the liability of Chubb Fire & Security Limited under this agreement is limited in accordance with clause 9 of the terms and conditions and that an additional charge must be paid to us for early termination of this agreement as described in clause 14 of this agreement .									
13. Customer Purchase Order Requirements:									
Annual maintenance visit(s) ☐	Installation ☐				Call Out ☐				
PO number:	PO number:				PO number:				
AUTHORISED SIGNATORY for Customer (you):					AUTHORISED SIGNATORY for Chubb Fire & Security Limited:				
Signature					Signature				
Print name					Print name	Quinn Muir			
Position					Position	Business Development Consultant			
Date					The actual start date (see definition overleaf).				

TERMS & CONDITIONS

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

1. DEFINITIONS:

In this **agreement** the following expressions have the meanings shown next to them.

1.1. actual start date: means the date set when we commence any of the **services** which will be a date on or after the **connection date**.

1.2. additional charge: means an additional charge described in and calculated in accordance with this **agreement**, or any other additional charge agreed between the parties.

1.3. additional monitoring charge: means the charge set out in clause 8.5.1.3.

1.4. additional service charge: means the charge set out in clause 8.5.1.3.

1.5. agreement: means the agreement on the first page of this document, the **schedule**, the **specification**, these terms and conditions, the document "*Communications Centre - Alarm Response*" (if the **monitoring service** is selected and the document completed) and the **SMC administrative and operations booklet** (if the **monitoring service** is selected, see clause 6.2.1).

1.6. annual charge: means the annual charge payment in advance selected and specified in the **schedule**.

1.7. appropriate authority: means the local police authority, fire authority and/or local authority as set out in the **schedule**.

1.8. BT Solo: means the single path Grade 2 GPRS alarm signalling device described in the **specification**.

1.9. call-out means an unscheduled maintenance visit you ask for.

1.10. chosen keyholder: means any person who you want to be contacted by the **communications centre** who will be documented in the "Keyholder and Additional Information Form."

1.11. commissioning: means the final connection and testing of your **system** by us to check that it is working properly.

1.12. communications centre: means the place where alarm signals from your **system** are sent for monitoring.

1.13. communications link: means the communications **system** used by a **network service provider** for sending alarm signals between your **system** and a **communications centre**.

1.14. connection date: means the date we connect your **system** to the **communications centre** if your **system** needs monitoring.

1.15. emergency service: means the emergency maintenance service described in clause 5.

1.16. extension charge: means the charge set out in the **schedule**.

1.17. extension date: means the date shown in the **handover certificate**.

1.18. handover certificate: means the certificate described in clause 3.2 which we give to you when we complete the installation or extension of your **system**.

1.19. installation charge: means the charge set out in the **schedule**.

1.20. installation date: means the date shown in the **handover certificate**.

1.21. keyholder care service: means the keyholder care service described in clause 6.6.

1.22. maintenance service: means the maintenance service described in clause 4.

1.23. minimum term: means the minimum term of the **agreement**, subject to clauses 2.4 and 14, is three years from the **actual start date**, and continuing thereafter until terminated by either party giving three months written notice to the other party.

1.24. monitoring service: means the monitoring service described in clause 6.

1.25. monthly charge: means the monthly charge selected and specified in the **schedule**.

1.26. network service provider: means the telecommunications network, systems, line, link or internet protocol **service** provider who provides the **communications link**.

1.27. normal working hours: means 9.00am to 5.00pm (Monday to Friday) except for bank and public holidays.

1.28. schedule: means the schedule is on page 1 of this **agreement**.

1.29. service: means the service or services selected in the **schedule** to be provided by us in accordance with the **agreement**.

1.30. signalling device: means **BT Solo**, **UltraSync** or your existing signalling device if retained.

1.31. site: means the site address set out in the **schedule** where your **system** is installed.

1.32. SMC administrative and operations booklet: means the document entitled "SMC Administrative and Operational Booklet" at <https://www.smc-net.co.uk/en/uk/about/quality/>

1.33. specification: means the document called the "*Specification*" attached to these terms and conditions and whose date and number is specified in the **schedule**. These terms and conditions take precedence over any statement in the **specification**.

1.34. system: means the **system** or equipment described in the **schedule** and the **specification** and any equipment we may install in its place.

1.35. Ultrasync: means the secured cloud signalling device described in the **specification**.

1.36. VAT: means Value Added Tax at the current rate.

2. CARRYING OUT OUR SERVICES:

2.1. Normal working hours:

We will generally carry out our work during **normal working hours**. We can make an **additional charge** for work we carry out outside **normal working hours**.

2.2. Variations:

We can make an **additional charge** if we alter the **specification** at your verbal or written request, or if there are delays or interruptions caused by you,

your employees, agents, customers or other trades while we are testing, **commissioning** or maintaining your **system** or providing training.

2.3. Standard of work:

We will carry out our obligations including any design work under this **agreement** using reasonable skill and care.

2.4. Taking over your system, obsolete, faulty equipment:

At our first **site** visit we will complete an inspection visit to verify that your **system** is compliant with applicable British standards and is not disfunctional or obsolete. In the event that we identify that your **system** requires any alterations, modifications or upgrades we will provide a proposal to carry out the works required in order for us to maintain your **system** for the duration of the **agreement**. If you do not agree to these proposed works then this **agreement** will come to an end. We will take over your **system** within a reasonable time of the date of this **agreement** or as we agree with you in writing. Subsequently we will inform you if your **system** or any part of it has become disfunctional, obsolete or no longer compliant with applicable British standards and will give you a quotation for replacing or repairing it. If you do not agree to these proposed works then this **agreement** will come to an end.

3. INSTALLING OR EXTENDING YOUR SYSTEM:

3.1. We will install or extend your **system** within a reasonable time of the date of this **agreement**.

3.2. After **commissioning** your **system**, we will fill in and both of us will sign a **handover certificate** showing the **installation date** or **extension date**. We will give you this certificate when we have commissioned your **Chubb system**. This certificate will be proof that the work has been carried out. If the **connection date** is delayed, this will not affect the **installation date** or **extension date** shown in the **handover certificate**.

3.3. You must accept the **system** for installation or extension when it is delivered, whether in whole or in part, and take full responsibility for it. If you do not accept delivery of the **system** (or any part of it) on the date of the delivery, we can put it in storage and you will have to pay the amount shown on our invoice. We will still own the **system** and will only pass ownership to you when we receive payment in full. If you end this **agreement** before you pay us, we may enter the **site** or other premises where the **system** is kept and repossess it or any part of it. If you do not let us into the **site**, you must deliver the **system** immediately to us at the branch address shown on the first page of the **agreement**.

4. MAINTENANCE SERVICE:

4.1. Subject to clause 2.4 during the duration of the **agreement**, we will carry out the number of routine **maintenance service** visits according to the relevant Standards or NSI Codes of Practice. We will carry out and pay for any repairs or replacements to your **system** which are needed

because of a fault in your **system** caused by us or through reasonable wear and tear but not for any other reason, such as accidental damage, or you or your employees have not been using it properly or not servicing or maintaining it according to the operating instructions, or the relevant standards or NSI Codes of Practice.

We will charge you for the following items unless they are faulty because of a fault in your **system** caused by us: personal computers and disk drives; 'consumable' items (except batteries); materials used and work carried out (unless this is our responsibility under the first paragraph of this clause 4.1); equipment to replace parts that are no longer manufactured or readily available; and, any other exclusions in the **specification**.

4.2. We will provide the **emergency service** described in clause 5. We will make a call-out charge if we provide the **emergency service** and we will charge you for materials used and work carried out unless we need to do the work because of a fault in your **system** or a fault caused by reasonable wear and tear.

4.3. After carrying out each routine **maintenance service**, we will give you a certificate showing the date we attended. This Registered in England & Wales No.524469 will be proof that we have carried out the work described in it.

5. EMERGENCY SERVICE:

5.1. Under the **emergency service** if we receive an urgent **call-out** from you, we will provide the **maintenance service** for your intruder alarm **system** 24 hours a day.

5.2. In the event of a **call-out** unless we need to do the work because of a fault in your **system** caused by us or a fault caused by reasonable wear and tear we shall firstly make an **additional charge** for the call-out at the current rate for **normal working hours** or for outside **normal working hours** as applicable, and secondly make an **additional charge** at our current rates for any additional hours of work not covered by the **call-out** charge, and for materials, spares and components used.

6. MONITORING:

6.1. Commencement:

Monitoring of your **system** will commence from the **actual start date**.

6.2. Process:

6.2.1. If we receive an alarm signal at the **communications centre** from your **system** (which includes any line fault signal) we will carry out the appropriate response procedure in accordance with i) the statement in the **specification** under the heading "Communications Centre - Alarm Response" or alternatively in the document "Communications Centre - Alarm Response" which we may ask you to complete and ii) the current version of the **SMC administrative and operational booklet**. The booklet is part of this **agreement** and will be updated from time to time, therefore you agree that you should read this booklet and review it at reasonable intervals. The **SMC administrative and operational booklet** is available at: <https://www.smc-net.co.uk/en/uk/about/quality/>

6.2.2. All fire detection and alarm signals received from your **system** will be managed in accordance with the "CFOA Protocol for the Reduction of False Alarms & Unwanted Fire Signals" policy see <http://www.cfoa.org.uk/10863> and your local **appropriate authority** requirements. We will not be liable if the fire brigade does not respond to a signal.

6.3. Contacting the appropriate authority:

In relation to monitoring we will not have to tell the **appropriate authority** if apply the **appropriate authority** has not given us a unique reference number ('URN') for the **site** or has withdrawn a URN for the **site**, or the **appropriate authority** has stopped the police / fire brigade coming out to alarm calls for any reason. However, if the police or fire brigade does not go to the **site** for any of these reasons, we will tell the **chosen keyholder** about any alarm signals we receive at the **communications centre**.

6.4. Contacting the chosen keyholders and authorities:

6.4.1. If we have to contact the **chosen keyholders** under the relevant procedure set out in clause 6.2 or because clause 6.3 applies, we will try to contact them in the order which you gave to us. We will not have to contact all the **chosen keyholders** if we make contact with any **chosen keyholder** or we have tried to make contact with each **chosen keyholder**, but have not been able to contact any of them.

6.4.2. In relation to intruder alarm **system** monitoring under the terms of this **agreement** we only have to tell your police authority or your chosen keyholder from the **actual start date** if we actually receive a signal at the **communications centre** that your **system** has gone into alarm condition.

6.5. Additional charges:

6.5.1. You must pay an **additional charge** of the amount (if any) we have to pay the **appropriate authority** if the charge is to do with monitoring your **system**. However, you will not have to pay this **additional charge** if it flows from us being negligent, or from not having carried out our obligations to you under this **agreement**.

6.5.2. You must pay an **additional charge** if a modem compatibility device is required then we will make an **additional charge** for the modem compatibility device.

6.5.3. You must pay an **additional charge** of the amount of the charge (if any) we have to pay for the use of the **signalling device**.

6.6. Keyholder care:

6.6.1. The **keyholder care service** means that in the event of an alarm activation received by our **communications centre**, we will contact the **chosen keyholder** you specify. A text is then sent immediately to the **chosen keyholder** with a call-out reference number. Unless otherwise indicated by you, the **chosen keyholder** has a 60 minute response time during which to call the **communications centre** to close the call using the call out reference number provided.

6.6.2. In the event of your **chosen keyholder** not contacting the **communications centre** within 60

minutes or any alternative time frame specified by you, the **communications centre** will follow your **site** specific escalation procedures.

7. YOUR OBLIGATIONS UNDER THIS AGREEMENT:

7.1. Permission and access:

You must get and pay for any permission we need to carry out repairs or replacements or extend your **system**. You must give us access to your **site** at all reasonable times so we can carry out our work under this **agreement**.

7.2. Access equipment:

Unless otherwise stated in the **specification**, you must provide free of charge appropriate access equipment compliant with relevant health and safety standards to allow us to carry out our work. Arrangements to use your access equipment must be in writing and agreed in advance. We must be given access to sufficient records to ensure the access equipment is in safe working order. If you do not comply with this clause we will arrange to hire the equipment and make an **additional charge** of the net cost plus a handling fee of 15%. Please note we can only install a Chubb bell box and decoy at a height of 5 meters and if you want us to install at a greater height this will incur an **additional charge** unless you are able to provide appropriate access equipment.

7.3. Telling us about pipes, wires, cables etc:

You must tell us about any hidden pipes, wires and cables for water, gas, electricity, telephone or other utilities services which affect the **site**. You must do this before we start work. You must make sure the **site** is safe for our engineers and promptly tell us about any potential risks to safety at the **site**.

7.4. Risk and ownership:

7.4.1. Where you do not retain your existing signalling device you must accept the **UltraSync** or **BT Solo** device when it is delivered and take full responsibility for it.

7.4.2. If for any reason your existing signalling device is retained then subject to Chubb verifying its compatibility with our **communication centre** it will be utilised and as such will remain in your possession/responsibility.

7.5. Network service provider charge:

If required, you must pay the **network service provider** any charges for installing a new telephone line (or a block terminal if an existing telephone line can be used for monitoring), network, system, line, link or internet protocol, together with all line, network, system, link, internet protocol and call charges set out in the **specification** for monitoring.

7.6. Monitoring:

If you select the **monitoring service** under this **agreement** you must fill in and return to us the "Keyholder and Additional Information Form" and the "Registration Form". If any of the information you give us changes or we ask for extra information you must give us details in writing.

7.7. Faults:

You must tell us immediately if a fault appears in your **system**. You must allow us to take any steps we think necessary to sort out the fault.

7.8. Changes to premises:

You must tell us about any changes to the **site** which affect or may affect the layout of your **system** and how it works such as changes to the fabric, layout, use or environmental conditions of the building.

7.9. Training:

You must ensure that all relevant employees attend our training seminars at the agreed time. We will make a reasonable **additional charge** for all training that has to be repeated due to the absence of any of your employees. Unless otherwise agreed we will charge a reasonable rate for all supplementary training.

7.10. UltraSync and BT Solo:

7.10.1. You are responsible for all internet charges (including bandwidth consumption and excess usage charges) associated with the use of the **UltraSync** communications method.

7.10.2. Should you make any changes to your network settings and **system** communication is disrupted as a result of the changes made, our standard fees relating to a call-out will apply.

7.11. Attendance:

When we notify you of an incident at the **site**, you must arrange for a representative of yours to attend the **site** as soon as possible. You must provide us with contact details of your representative who can be contacted 24 hours a day in connection with incidents at the **site**.

7.12. Phones:

In some situations mobile phone signals are poor, and in these circumstances you will allow our engineers to communicate work related matters on your office phone line.

7.13. Delivery of system for installation or extension:

You must accept the **system** for installation or extension when it is delivered, whether in whole or in part, and take full responsibility for it. If you do not accept delivery of the **system** (or any part of it) on the date of the delivery, we can put it in storage and you will have to pay the amount shown on our invoice. We will still own the **system** and will only pass ownership to you when we receive your payment in full for the **installation charge** or **extension charge**. If you end this **agreement** before you pay us, we may enter the **site** or other premises where the **system** is kept and repossess it or any part of it. If you do not let us into the **site**, you must deliver the **system** immediately to us at the branch address shown on the first page of this **agreement**.

7.14. Non-interference:

If we provide a maintenance **service** you shall not either yourself or through another person or company repair or replace or in any way interfere with the **system** or any part of it and shall operate the **system** only in accordance with the written information and instructions which may from time to time be supplied by us. If you commit any breach of this clause then you shall pay for necessary repair or replacement work.

8. CHARGES AND PAYMENT:

9.1. Value Added Tax:

Except where otherwise stated in the **agreement**, all **charges** for our work must be paid using the method agreed with the addition of VAT no later than the due date on our invoice or in accordance with the direct debit payment timing and terms agreed and without counter claim, deduction, set-off or withholding.

8.2. Annual charge, monthly charge:

8.2.1. The **annual charge** in advance or the **monthly charge** selected in the **schedule** will apply from the date any of the **services** begin under this **agreement**.

8.2.2. You must pay the amount of the selected **annual charge** in advance or **monthly charge** that is specified in the **schedule** (as adjusted from time to time in accordance with this **agreement**).

8.2.3. If a **monthly charge** with payment by invoice is selected in the **schedule** you must pay the amount specified in the **schedule** by the due date specified in our invoice.

8.2.4. If a **monthly charge** with payment by direct debit is selected in the **schedule** in accordance with the direct debit payment timing and terms agreed. All monthly charges will apply from the **actual start date**.

8.2.5. If an **annual charge** payment in advance is selected in the **schedule** you must pay the amount specified in the **schedule** by the due date specified in our invoice. We may subsequently agree that the **annual charge** payment in advance may be paid by direct debit.

8.3. Deposit, and installation and / or extension charges:

8.3.1. Deposit: Unless otherwise agreed in writing you must pay by the due date specified in our invoice a non-refundable deposit of 25% (or such other amount as we agree in writing) of the **installation charge** or **extension charge** (as applicable).

8.3.2. Installation charges and extension charges: On final **commissioning** the balance of the **installation charge** or **extension charge** (as applicable) shall be payable and you must pay the amount due by the due date specified in our invoice.

8.3.3. Stage payments: At our discretion the **installation charge** or **extension charge** or its balance (as applicable) may be paid in monthly instalments that reflect the value of the work completed, and each monthly instalment must be paid by the due date specified in our invoice.

8.3.4. Handover certificate and payment:

Failure to pay any of the **installation charges** or **extension charges** or their balances will prevent the **handover certificate** being issued to you. If in our opinion you prevent final **commissioning** including but not limited to the connection of your **system** to the **communications centre**, or if in our opinion on final **commissioning** you prevent the issue of the **handover certificate**, we reserve the right to invoice you for the value of the work completed to that point in time.

8.4. Changes to our charges:

8.4.1. In relation to an **installation charge** or an **extension charge** where our programme of work will take 3 months or longer to carry out we can change our charge to take account of change in the BEAMA Labour and Material Cost Indices during any month of our programme of works, the change will be applied to the charge for the month in which the change occurs.

8.4.2. In relation to the **maintenance service** and the **monitoring service** we may change our charges annually after the expiry of the **minimum term**. Any increase to the charges will take into account the changes over the preceding 12 month period in applicable indices such as the BEAMA Labour and Material Cost Indices, the Consumer Price Index and the Retail Price Index.

At the end of the minimum period referred to in the **agreement term** you can give us 3 months' notice in writing to end this **agreement**. If our new charges reflect the annual change described above you will have to pay the new charges during the notice period.

8.5. Payment of additional charges:

8.5.1. You must pay any **additional charge** due under this **agreement** without deduction or set off either by the due date specified in our invoice, or by direct debit, and agree that time is of the essence for payment.

8.5.2. Unless the calculation is expressly described otherwise in this **agreement** an **additional charge** shall be calculated on the basis of our current charges as applicable for travel and attendance, the current cost of materials and parts used and the current labour cost of for time we spend working on your **system** at the **site**.

8.5.3. If a **monthly charge** with payment by direct debit is selected in the **schedule** payment of an **additional charge** shall be by direct debit.

8.5.4. If an **annual charge** payment in advance is selected in the **schedule** payment of an **additional charge** shall be by the due date in our invoice, or by direct debit if payment by direct debit of an **annual charge** was agreed in writing in accordance with condition 9.2.5.

8.5.5. You must pay the **additional charges** described in clauses 2.1 (Normal working hours), 2.2 (Variations), 8.2 (Access equipment), 7.9 (Training), 5 (Emergency service) and 15.4 (Change in specification, law and/or standards).

8.5.6. You must pay an **additional charge** if we visit the **site** and you do not let us carry out any of our **services** or installation or extension works.

8.5.7. If your **system** is being extended you must pay for any **additional service charge** and any **additional monitoring charge** (as appropriate) for the period from the **extension date** to the end of this **agreement**. We will work out this amount fairly.

8.5.8. You must pay an **additional charge** based on our current charges for the materials we use, a travel and attendance charge, and the time we spend working on your **system** at the **site**: if we have to carry out work to meet new conditions set by an **appropriate authority** or the **network service provider**; or, which arises from circumstances beyond our control. This will include the cost of materials used and work carried out to repair, or try to repair, damage caused to your **system**, or to reset your **system** after it has not been used properly.

8.5.9. You must pay an **additional charge** based on our current charges for the materials we use and the time we spend for carrying out work on your **system** at the **site** under clause 4 (maintenance service) that is not described as being covered by the **annual charge** or **monthly charge** for the **maintenance service**.

8.5.10. You must pay an **additional charge** based on our current charges for **call-out** under the **emergency service** as set out in clause 5.2.

8.5.11. You must pay an **additional charge** based on any amount we have to pay to an **appropriate authority** if the payment is to do with your **system** or monitoring. You will not have to pay these charges if we have been negligent, or we have not carried out our obligations to you under this **agreement**.

8.5.12. You must pay an **additional charge** for early cancellation of this **agreement** as described in clause 14.

8.5.13. You must pay an **additional charge** if we have to connect your **system** to the **communications link**.

8.5.14. You must pay an **additional charge** for any work that we need to do on your **system** to meet any new conditions set by the **service provider** or the **appropriate authority**.

8.5.15. You must pay an **additional charge** for re-setting your **system** if it has not been used properly.

8.6. Additional surcharge by signalling provider:

Where your existing signalling is retained you may be subject to an additional surcharge by the provider.

8.7. Interest on late payments:

If you do not pay our **charges** in full by the due date then without prejudice to any other remedy that we may have under this **agreement** we may claim interest, costs and compensation on all overdue debt in accordance with the Late Payment of Commercial Debt (Interest) Act 1998 (as amended by subsequent regulations) ("the LPCD") where applicable; or, where we are not entitled to make a claim under the LPCD we reserve the right to claim simple interest at a rate of 8%.

8.8. Right of set-off:

Where permitted by law, we shall be entitled to set-off any amounts due to you against any amounts owed to us by you by way of liability whether present or future, liquidated or unliquidated, and whether or not either liability arises under this **agreement**. If the liabilities to

be set-off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause shall not limit or affect any other rights or remedies available to us under this **contract** or otherwise.

9. LIABILITY AND INDEMNITY UNDER THIS AGREEMENT:

9.1. Reason for limit on and exclusion of liability:

You agree that: we have no detailed knowledge of the nature or value of the contents of the **site**; that it would be prudent for you to insure against all loss or damage which it could suffer as a result of any failure of a **system** to operate, or any failure on the part of us or of any third party to respond to any signal transmitted by a **system**; and, that the charges in this **agreement** have been negotiated and agreed commercially on the basis of our limited liability under this **agreement**.

9.2. No limit on liability for the following:

Neither party to this **agreement** limits its liability for:

9.2.1. death or personal injury caused by its negligence, or that of its employees, agents or subcontractors, or,

9.2.2. fraud by it or its employees, or,

9.2.3. breach of any obligation as to title implied by statute, or,

9.2.4. any other act or omission, liability for which may not be limited under applicable law.

9.3. Implied terms:

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

9.4. Exclusion of liability for indirect loss etc:

Subject to clause 10.2, we shall not be liable for any loss of profit, or for any indirect or consequential loss, damage or liability, howsoever arising, including but not limited to any special loss or economic loss, loss of revenue, loss of opportunity and loss of capital.

9.5. Limit on liability:

Subject to clause 10.2, we shall be liable under this **agreement** for direct loss or property damage to the extent caused directly by our negligence, breach of contract, breach of statutory duty or otherwise, up to a sum equivalent to either i) twenty times the **annual charge** or the total of the **monthly charges** payable under the **agreement** in the year the damage or loss is suffered, or ii) £50,000, whichever is the lesser, for any claim arising out of one event or series of connected events.

9.6. Spare parts:

If you are a private individual and need spare parts for your **system** which we supply to you, we accept our liability to you if any spare part we supply for it does not meet its description or match any sample shown to you, or is not of satisfactory quality or fit for its normal purpose or some other purpose we have agreed in writing that it will meet. If you use your **system** for your business and you need spare parts for your **system** which we supply to you, and any spare part we supply for it does not meet its description or match any sample shown to you, or is not of satisfactory quality or fit for its normal purpose or some other purpose we have agreed in writing we will meet, we will limit our liability to you up to either i) ten times the **annual charge**, or the total of the **monthly charges** payable under the **agreement** in the year the damage or loss is suffered, or ii) £25,000, whichever is the lesser, for any claim arising out of one event or series of connected events.

9.7. Delay:

We will have no liability to you, and you shall have no rights against us, for any delay by us in performing or complying with or any failure by us to perform or comply with any obligation under or term of the **agreement** to the extent that such delay or failure is attributable to any of your acts or omissions or those of any of your employees, agents or sub-contractors, including any breach by you of any obligation under or term of the **agreement**.

9.8. Communications link:

We do not accept responsibility for the **communications link** and shall have no liability if a signal does not reach us because of a problem with the **communications link**.

9.9. Continuity:

This clause 9 will continue to apply if you make any claim against us after the end of this **agreement**.

10. PROTECTING US / INDEMNITY:

10.1. You agree to indemnify us for the amount of any liability we have for personal injury or death suffered by our engineers as a result of your breach of this **agreement**, or your negligence, or any acts or omissions of your employees or representatives. You must protect us against all liability, which will include all damages, costs and expenses we suffer because of the following:

10.1.1. Causing death or injury to any of our employees, agents or subcontractors because you, your employees, agents or any person on the **site** with your permission, is negligent or has not kept to the regulations made under the Occupiers Liability Act 1957 or any other Act of Parliament which covers the same subject.

10.1.2. Loss of or damage to any property which belongs to our employees, agents or subcontractors which has been caused by your negligence or the negligence of your employees, agents or anyone else on the **site** who has your permission.

10.1.3. Any action brought by someone else because of your negligence, or your employee's or agent's negligence.

11. EVENTS BEYOND OUR CONTROL (FORCE MAJEURE):

If we cannot carry out any of our obligations under this **agreement** because of an event beyond our reasonable control, this will not give you the right to claim that we have broken our obligations under this **agreement**.

12. DURATION:

Subject to clauses 2.4 and 14, this **agreement** has a **minimum term** of three years from the **actual start date**. This **agreement** will start on the date of this **agreement** and will continue until either of us ends it under clause 13.2, 13.3 or 13.4 below.

13. SUSPENDING OR TERMINATING THE AGREEMENT:

14.1. Suspension for late payment:

If you are more than a month behind with your payments to us, we can withdraw the **services** (including **emergency service**) we provide at any time. We will give you 7 days' written notice before we do this.

13.2. Ending the agreement because of fault:

13.2.1. If either of us breaks the terms and conditions of this **agreement**, the other may give 7 days' notice in writing and if the break is not rectified in that period then the other party may end this **agreement**. This right applies as well as our rights under clause 13.1 above and does not prevent us from recovering any amount you owe.

13.2.2. If we have reason to believe that you are unable to pay your debts, or have entered into, or are about to enter into, any form of bankruptcy or insolvency (including but not limited to, a voluntary or involuntary credit arrangement with a creditor, or any form of administration, liquidation, receivership or winding-up) we may end this **agreement** immediately by giving you written notice.

13.3. If we end the agreement:

13.3.1. We can end this **agreement** by giving you at least 3 months' notice in writing. This notice must end on or after the **minimum term**.

13.3.2. We may end this **agreement** immediately by giving you written notice if i) we are not satisfied with the result of a credit check on you; ii) are not satisfied with the result of an international trade compliance check on you; or, iii) we are unable to obtain or retain the necessary rights, consents or permits for the transmission signals between any or all of the **sites** being monitored and our **communications centre** or should the police or fire authority terminate the licence.

13.4. If you end the agreement:

You can end this **agreement** by giving us at least 3 months' notice in writing ending on or after the expiry of the **minimum term**, to exercise this power you must have paid us all the amounts you owe under this **agreement**.

14. COMPENSATION FOR ENDING THE AGREEMENT:

14.1. If you end this **agreement** before the end of the **minimum term** or without giving us any or sufficient notice under clause 13, or if we end the **agreement** for a reason set out in clause 13.2, you must pay us an **additional charge** of 6 months of **monthly charges** to compensate us for our loss. If you end the **agreement** in the first 12 months of the **minimum term** you will pay us an **additional charge** of the sum of the monthly charge for the number of months remaining of those first 12 months in addition to the 6 months charge referred to above.

15. GENERAL:

15.1. Giving up our rights:

If we decide not to enforce a term of this **agreement**, it does not mean we will not enforce that term in the future and it will not prevent us from enforcing any other terms under this **agreement**.

15.2. Enforcing our rights:

If we decide to enforce our rights under this **agreement**, we can still use our rights given to us under general law if you have broken your obligations under this **agreement**. If we choose to use one or more of these rights at any time, we can still enforce any others at a later date.

15.3. Transferring the agreement or subcontracting:

We have entered into this **agreement** with you on the understanding that you will not transfer it to anybody else. However, if you are leaving the **site** where your **system** is installed and the new owner or occupier would like us to continue to provide the **services**, please give us the details we ask for so that we can decide whether to enter into a new **agreement** with the new owner or occupier. We may subcontract any of the **services** to be provided under this **agreement**. We can assign this **agreement** to a third party without your consent.

15.4. Change in specification, law and/or standards:

We can change the **specification** to improve your **system**. We will tell you about any change to the **specification** in writing. If there is a change in the law or relevant British or European standards that necessitates some alteration to our **system** we shall inform you of the required alteration and can make an **additional charge** for that alteration.

15.5. Terms removed by the court:

If any court decides any of the terms of this **agreement** are not valid or not enforceable, we will remove that term (or the invalid or unenforceable part of it) from this **agreement**. The rest of this **agreement** will still be valid and enforceable.

15.6. Notices:

Any notices we send each other will be treated as properly delivered if they are properly addressed and sent by post to our address shown in the **schedule** (in our case), and your last known address (in your case).

15.7. Varying this agreement:

After the expiry of the **minimum term** we may amend any term of this **agreement**, if we do so we will notify you in writing of the amendment using recorded delivery at least one month before the amendment is to be effective. You have the right to refuse the amendment and end this **agreement** under clause 13.4 by giving us notice within one month of the date the notice was recorded as delivered.

15.8. Scanned agreement:

We may use a scanned copy of the **agreement** in any court action instead of the original and the scanned **agreement** shall be treated as if it were the original, and unless you can show that its validity is in serious doubt, we will not have to prove that the scanned **agreement** is genuine.

15.9. International trade compliance and operation:

15.9.1. In the event that there is or could be a potential breach of laws, regulations or ethical rules applicable to us, including, but not limited to, international trade compliance rules prohibiting the sale of goods and services to certain countries, certain individuals or legal entities that are subject to international economic, financial or other sanctions, we reserve the right to refuse any order placed under this contract, and you agree that you will not either directly or indirectly sell, re-export or transfer products, equipment, software, technical information or any services supplied under this contract.

15.10. Personal Information Protection and Privacy:

15.10.1. Definitions

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

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

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

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

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

15.10.1.6. "Processing" means any operation or set of operations performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring,

storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, sharing, alignment or combination, restriction, erasure or destruction.

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

15.10.3. Ownership of Personal Information. Any Personal Information contained within our products or services is owned by us.

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

15.10.5. Shared Rights and Obligations.

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

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

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

15.10.6. Your Rights and Obligations.

15.10.6.1. If you provide us with any Personal Information, you will ensure that it has the legal right to do so. You will provide notice to the individuals whose Personal Information you have provided to us prior to providing it to us. We have the option of providing a notice for you to distribute for this purpose with the content of the notice being applicable to products and services that we provide under this Agreement.

15.10.6.2. If you use other sources of data, including without limitation geolocation information, to connect Personal Information Processed in Products or Services under this

agreement, you shall have all responsibilities and obligations under Data Privacy Laws for such Modified Personal Information. The creation and Processing of Modified Personal Information shall comply with applicable law, including without limitation Data Privacy Laws.

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

15.10.7. Our Rights and Obligations.

15.10.7.1. We may share Personal Information with our service providers but only in accordance with applicable Data Privacy Laws and with appropriate protections in place.

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

15.10.7.3. To the extent that we Process Personal Information under this Agreement, we will retain the Personal Information for the term of this Agreement and thereafter as may be required by this Agreement, to protect our legal rights, or as may be required or permitted by law and/or audit requirements. To the extent that we Process the Personal Information for purposes separate and apart from this Agreement, we serve as a Controller and assume legal obligations as a Controller, including for defining the appropriate retention period.

15.10.8. Privacy Notice. Please review our privacy notice at the following address which explains how we deal with any personal information collected for our business:
<https://www.chubbfiresecurity.com/en/uk/about/gdpr-compliance/index.html>

15.11. Contracts (Third Parties Rights) Act:

A person who is not a party to this **agreement** has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **agreement**.

15.12. Agreement change events

Agreement change events

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

- (a) changes in law;
- (b) government action, public authority action;
- (c) national emergency;
- (d) changes in health and safety requirements;
- (e) changes in environmental requirements;
- (f) imposition of sanctions or embargo, the breaking of diplomatic relations;
- (g) increases in tariffs or other duties, taxes or levies imposed on exports or imports, fluctuating exchange rates;
- (h) changes or new requirements for licenses or consents;
- (i) delays in export or import of products or services due to controls, processes or restrictions;
- (j) terrorist attack, war; or,

- (k) any other change to the business or economic environment in which we operate that may be unforeseen at the date of this **agreement**.

Notwithstanding any other term or condition of this **agreement**, following reasonable prior written notice to you setting out the change(s) to the **agreement** and the effective date(s), we shall be entitled as a result of an Event, on a fair and reasonable basis, to (i) change any of this **agreement's** charges, prices, and/or rates so that we are financially no worse off than if the **Event** had not occurred, and/or (ii) vary any of the goods, products and/or services provided under this **agreement**.

In addition, it is further agreed that we shall have no liability for any delays to programme or delivery or any penalties, costs or damages that are associated with any programme or delivery if such delay is caused by an **Event**.

15.13. Law and jurisdiction:

This **agreement** will be governed by English law. Any disputes will be dealt with by the English courts.