

Last updated: 09/05/2025

## 1 APPLICATION OF THESE TERMS

- 1.1 These Terms apply to all the Customer's purchases from the Company and any variation to these Terms shall have no effect unless expressly agreed in writing. The definitions used in the Terms are set out in clause 21.
- 1.2 The request by the Customer for the supply of Deliverables and/or Services shall be deemed to be an offer by the Customer subject to these Terms. The Company shall not be obliged to accept any such request but shall provide a quotation. Any quotation given by the Company shall not constitute an offer and is given on the basis that no contract will come into existence until the Proposal has been accepted pursuant to clause 1.3. A quotation is valid for a period of thirty (30) days only from its date.
- 1.3 The Proposal shall be accepted when each party has executed the Proposal or (if earlier) the Company begins providing the Deliverables and/or Services on Customer's instruction.
- 1.4 The Proposal that has been accepted pursuant to clause 1.3 shall, together with these Terms, form the Contract, which shall be a separate contract between the Company and the Customer and shall constitute the entire agreement in relation to its subject matter.
- 1.5 These Terms are the only terms and conditions upon which the Company is prepared to deal with the Customer and they shall govern the Proposal to the exclusion of all other terms and conditions (whether in a purchaser order, acceptance note or otherwise).
- 1.6 All terms and conditions (other than these Terms), warranties and other statements whatsoever that would otherwise be implied or imposed by statute, common law, trade custom or practice, a course of dealing or otherwise howsoever are excluded from the Contract to the fullest extent permitted by Applicable Law. The Customer acknowledges that it has not relied on, and shall have no remedy in respect of, any statement, representation, assurance, warranty or understanding made or given by or on behalf of the Company (whether innocently or negligently) which is not expressly set out in the Contract. The Customer shall not have any claim for innocent or negligent misrepresentation based upon any statement, representation, assurance or warranty in the Contract.

## 2 PERFORMANCE

- 2.1 The Company shall supply the Deliverables and/or the Services in respect of the premise(s) stated in the Proposal and/or as otherwise agreed in writing between the parties from time to time ("Site").
- 2.2 The Customer warrants and represents that it is the owner, or the authorised agent of the owner, of the Site which it will procure is either unoccupied for the Company to provide the Deliverables and Services or, if occupied, will procure that there is no objection to the provision of such Deliverables and Services at the Site by the Company. The Company shall not be responsible for third parties where an incident at a Site results in the forced removal of occupying individuals.
- 2.3 The Customer shall ensure that the Site (including access to the Site and any unloading area required by the Company) is at all times suitably prepared and readily accessible by the Company in accordance with the Contract and the reasonable instructions given by or on behalf of the Company from time to time in order to allow the Company to supply the Deliverables (including to deliver, install, maintain and uninstall the Deliverables, as appropriate) and the Services in accordance with the Contract.
- 2.4 The Customer shall at all times have and maintain all licences, permissions, authorisations, consents and permits that it needs to receive the Deliverables and Services (including ensuring Company can access any Site).
- 2.5 The Customer is solely responsible for ensuring that the Site is safe in all respects (including compliant with all Applicable Law relating to health and safety) for the Company to supply the Deliverables and the Services. In the absence of safe and secure working environment, the Company reserves the right to terminate the Contract pursuant to clause 15.3.1 for irremediable breach.
- 2.6 The Customer shall provide adequate electricity, lighting, telecommunications, heating, storage space (including lockable storage), water (hot and cold), power supply and other utilities as specified in the Proposal or are reasonably required by the Company from time to time to enable the Company to supply the Deliverables and/or Services.
- 2.7 The Customer warrants that the information supplied to the Company is correct.
- 2.8 Any dates specified by the Company for providing the Deliverables and/or Services are intended to be estimates only. If no dates are so specified, delivery will be within a reasonable time. If a date is agreed between the parties for the supply of Deliverables and/or Services and the Customer subsequently wishes to postpone or cancel that date or prevents the Company from completing the supply of the Deliverables and/or Services on that date, the Company reserves the right to charge the Customer for the full amount of the Charges that would have otherwise been payable had it not been so affected and further charges may be applied by the Company for any rearranged date.
- 2.9 The Customer must inform the Company in writing of any shortages of Deliverables in terms of quantity delivered and/or installed within five Working

Days of the Deliverables being (or should have been) delivered, otherwise no claim of failure shall be accepted by the Company.

## 3 WARRANTY

- 3.1 The Company warrants that the Services will be performed with reasonable skill and care, in accordance with the Contract and the Services will conform in all material respects with their description in any applicable Specification.
- 3.2 Where there is a breach of warranty under clause 3.1 ("Defective Services") the Customer must give written notice of the Defective Services to the Company (a "Warranty Claim"):
  - 3.2.1 in the case of Defective Services that are reasonably apparent on normal visual inspection, as soon as reasonably practicable but not later than within five (5) Working Days of delivery of the Services to which the defect relates; and
  - 3.2.2 in the case of Defective Services that are not apparent on normal visual inspection, within five (5) Working Days after such Defective Services become reasonably apparent.
- 3.3 The Customer shall provide the Company with a reasonable opportunity to assess the Warranty Claim and the associated Defective Services. If the Company approves the Warranty Claim (such approval not to be unreasonably withheld or delayed), the Company shall at its option either correct or reperform the Defective Services or refund the relevant part of the Charges in respect of the Defective Services.
- 3.4 If the Company complies with clause 3.3, it shall have no further liability in respect of the Defective Services.
- 3.5 Subject to clause 14.1, the Company shall not be liable for Defective Services if:
  - 3.5.1 the Customer does not submit a Warranty Claim in accordance with clause 3.2;
  - 3.5.2 the Defective Services arise from the Company following technical or any other instruction provided by the Customer; and/or
  - 3.5.3 the Defective Services arise through the Customer's act or omission (including its breach of the Contract or negligence) or that of a third party not under the control of the Company.
- 3.6 Unless otherwise expressly provided in the Proposal, any works by the Company in respect of a Warranty Claim will be undertaken on a Working Day between 09.00AM and 17:00PM (UK time).

## 4 DELIVERABLES

- 4.1 Unless expressly stated to the contrary in the Proposal:
  - 4.1.1 all title to the Hired Deliverables shall remain with the Company (or its manufacturer or supplier, as the case may be) and no ownership of the Hired Deliverables shall pass to the Customer under any circumstance; and
  - 4.1.2 ownership of the Purchased Deliverables shall pass to the Customer upon the Company's receipt (in cleared funds) of all funds due in respect of those Purchased Deliverables. Until such time, the Customer shall comply with the provisions of clause 5.1 in respect of the Purchased Deliverables.
- 4.2 All Deliverables shall be at the risk of the Customer from completion of delivery.
- 4.3 Unless otherwise expressly provided in the Proposal, the Customer acknowledges that the Company is not the manufacturer, and agrees that the Company will use reasonable endeavours to extend the benefit of any manufacturer warranties on quality in respect of the Deliverables.
- 4.4 The Customer shall inform the Company immediately if: (a) a breach of the requirements in clause 5 occur (or the Customer suspects is about to occur); or (b) there is an Insolvency Event, in which case (or if the Company becomes otherwise aware of such an event), the Company may recover any Deliverables in which title has not passed to the Customer (including the Hired Deliverables, or Purchased Deliverables where Customer has failed to pay all sums due).
- 4.5 The Customer irrevocably licenses the Company, its officers, employees and agents, to enter any premises of the Customer (including with vehicles), to satisfy itself that the Customer is complying with the obligations in clause 5, and to exercise its rights pursuant to clause 4.4.

## 5 SERVICE SPECIFIC TERMS

### 5.1 Hired Deliverables

Where the Company has agreed to provide Hired Deliverables under the Proposal, the following provisions shall apply:

- a) the hire of Hired Deliverables shall start on the date specified in the Proposal or, if no date is specified, on the earlier of delivery or the commencement of installation of the Hired Deliverables by the Company and Customer shall have a temporary right of use (including access to any software embedded or incorporated in the Hired Deliverables) during that period subject to the provisions of this agreement;
- b) the Customer shall from delivery until return to the Company:
  - i keep the Hired Deliverables separate from all other equipment, hardware, assets and other goods of or in the possession of the Customer (including the Customer Property) in such a way that they remain readily identifiable as the property of the Company;
  - ii not damage, destroy, alter, deface, remove, obscure or in any way alter any identifying mark or packaging on or relating to the Hired Deliverables;

- iii not move, remove, adjust, refit, repair or maintain any Hired Deliverables without obtaining the prior written consent of the Company, which Company may require to be conducted by the Company at Customer's cost;
  - iv not resell, transfer, encumber, charge or create any security or other interest in respect of the Hired Deliverables, including a lien;
  - v if any of Hired Deliverables is stolen or vandalised, firstly immediately inform the police of the incident, providing all details requested, then immediately inform the Company, providing all details of the incident reasonably required by the Company, including the information provided by the police authority and, where relevant, the crime reference number;
  - vi ensure the Hired Deliverables shall not form part of any landlord's hypothec, where situated on a Site in Scotland;
  - vii to the extent that there is any claim against the Company or the Company suffers any loss in connection with: (a) any injury to person or damage to property arising out of any use of the Hired Deliverables; (b) any incident occurring as a result of Company's compliance with Customer's instructions; and/or (c) any loss of, or damage to, the Hired Deliverables itself, the Customer shall reimburse the Company on demand.
- c) The Company reserves the right to inspect the Hired Deliverables periodically during the course of the hire period and make a charge for any damaged or lost Hired Deliverables based on that inspection to include: (i) repair or replacement costs for that Hired Deliverables as required by the Company (as specified in the Company's damaged or lost equipment price list available to view on request to the Company); and (ii) the Charges for the hire of that Hired Deliverables shall remain payable by the Customer up to and including the date such damage or loss is reported to or discovered by the Company.
- d) Any Hired Deliverables is deemed to be provided without maintenance service, unless those services are specifically identified to be provided by the Company in the Proposal.
- e) If the Customer wishes to sell, transfer, or otherwise dispose of its interest in the Site (or the relevant part thereof) where a Hired Deliverable is installed, the Customer shall first obtain the prior written consent of the Company and, as a condition of that consent, the Customer shall obtain a written undertaking from the person to whom the Site is being sold, transferred, or otherwise acquired to be bound by these Terms as if it were the Customer.
- 5.2 Maintenance Services**
- Where the Company has agreed to provide maintenance services in respect of any Hired Deliverables, Deliverables supplied by or on behalf of the Company or the Customer's own equipment (such as fire equipment) under the Proposal ("**Maintained Equipment**"), the following provisions shall apply:
- a) the Company will maintain the Maintained Equipment to the standards specified by the relevant manufacturer or as otherwise stated in the Proposal;
  - b) only official parts (that is, those produced, recommended or permitted by the manufacturer of the Maintained Equipment) will be used for the maintenance services unless otherwise stated in the Proposal;
  - c) if the Customer reasonably believes that the Maintained Equipment requires repairing or replacing, the Customer shall promptly notify the Company in writing giving reasonable detail of such request and, if the Company approves such request (such approval not to be unreasonably withheld or delayed), the Company shall at its option repair or replace such Maintained Equipment. In order to fulfil its obligations under this clause, the Customer acknowledges and agrees that the Company may recall such Maintained Equipment or dispatch personnel to the relevant Site to undertake the repair or replacement or give the Customer permission to make the necessary repair or replacement itself;
  - d) if any parts of the Maintained Equipment require replacement, the Company shall have the option of supplying such parts to the Customer or supplying a replacement or a suitable substitute (that is, capable of materially performing the same tasks as that which it replaces);
  - e) any replacement parts and/or substitutes provided under this clause shall be provided free of charge by the Company provided that such replacement is necessitated by nothing more than fair wear and tear or falls under the manufacturers' warranty (otherwise, Company shall charge costs, including for labour, to the Customer);
  - f) the obligations set out in paragraphs a) to e) (inclusive) shall only apply during the maintenance period agreed in the Proposal;
  - g) the Company shall have no responsibility or liability in respect of any acts committed by third parties outside of the Company's control during the provision of Services in relation to the Maintained Equipment (including, if a break-in occurred during any downtime of the Maintained Equipment for example where a battery is being replaced); and
  - h) except for the repair or replacement as set out in paragraph (d) of this clause 5.2 or otherwise set out in the Proposal, the Company shall have no further obligations, responsibilities or liability, and the Customer shall have no further rights or remedies, in respect of any damaged or lost Maintained Equipment.
- 5.3 Installation Services**
- Where the Company has agreed to provide installation services under the Proposal, the installation shall only be deemed completed once the Company has confirmed so in writing to Customer (which may include issuing a completion certificate or equivalent).
- 5.4 Alarm Monitoring Response Services**
- Where the Company has agreed to provide alarm monitoring response services under the Proposal, the following provisions shall apply:
- a) any stated response time shall be taken as an average estimate and for illustration purposes only. Whilst the Company will use reasonable efforts to meet these response times, the Company does not warrant or guarantee whatsoever that such response time will be achieved and accepts no liability whatsoever arising as a result of failing to achieve such response time; and
  - b) additional charges may be levied by the Company to the Customer if it attends the Site after an alarm activation which has been caused by the default or negligence of the Customer or any change (whether temporary or permanent) to the working patterns or the required operating times which have not been notified in writing to the Company reasonably in advance.
- 5.5 Keyholding Services**
- Where the Company has agreed to provide key holding services under the Proposal, the following provisions shall apply:
- a) the Company may provide the Customer with a written receipt of the keys provided by the Customer. Such receipt may detail the date and time of exchange of the keys and the person receiving the keys together with a description of the keys which shall be binding evidence on the parties; and
  - b) any keys of the Customer held by the Company will be made available for collection within a twenty-eight (28) day period from the date of expiry or termination of the Contract, after which, any keys not collected by the Customer may be destroyed by the Company by any means the Company deems appropriate to ensure destruction of the keys.
- 5.6 Mobile Patrol and Man Guarding Services**
- Where the Company has agreed to provide mobile patrol or man guarding services (including call handling and check call monitoring services) under the Proposal, the following provisions shall apply:
- a) the provisions of clause 5.5 shall apply to any keys that are provided to the Company's officers as part of the service;
  - b) the Customer acknowledges and agrees that such service may be provided to other customers of the Company simultaneously and, accordingly temporary interruptions or delays may arise if an incident occurs at the premises of another customer during the course of a patrol officer's duty;
  - c) the Customer acknowledges and agrees that the Company's and its officers' powers are limited to those afforded to them by Applicable Law and do not provide them with any enhanced powers of enforcement such as those available to the police authority;
  - d) additional charges may be levied by the Company to the Customer if it attends the Site after an alarm activation which has been caused by the default or negligence of the Customer or any change (whether temporary or permanent) to the working patterns or required operating times which have not been notified in writing to the Company reasonably in advance.
- 5.7 CCTV Monitoring Services**
- Where the Company has agreed to provide CCTV monitoring under the Proposal, the following provisions shall apply:
- a) save to the extent expressly stated in the Proposal, the Customer is responsible for the management, maintenance and operation of the CCTV system in operation at the Site ("**CCTV System**");
  - b) if the Company did not install the CCTV System and/or does not provide maintenance services in respect of the CCTV System, the Company shall not be responsible in any way for the quality or viability of the CCTV System or its coverage or any installation, maintenance or service issue with the CCTV System, nor is the Company's acceptance of providing the services an endorsement of such quality or viability;
  - c) the Customer shall ensure that appropriate signage that CCTV System is in operation at the Site in compliance with Applicable Law;
  - d) the Customer acknowledges and agrees that the Company is monitoring the CCTV System for the sole purpose of monitoring the Site, including property and people on the Site, for non-permitted or unlawful intrusion or from theft or damage to property (unless otherwise agreed in the Proposal);
  - e) in the event that a person (including the police authority) request images from the CCTV System, it is the Customer's responsibility to handle such requests using authorised personnel;
  - f) the Customer acknowledges and agrees that the Company shall not download and/or issue copies of any images from the CCTV System unless authorised to do so in writing by the Customer. The Customer shall promptly provide such authorisation if required to do so by the Company for legitimate means and/or by Applicable Law;
  - g) the Customer acknowledges and agrees that the Company may be required (and the Customer hereby authorises the Company) to identify and record

the geographical location of the Customer's staff, agents, consultants and contactors and its and their assets as applicable to provide these services and to pass on such information to third parties who have bona fide reason to have access to this information, including the event of an emergency security situation;

- h) the Customer shall comply at all times with all Applicable Law in respect of the operation of the CCTV System, including all guidance published by the Information Commissioner's Office relating to CCTV and surveillance;
- i) the Company provide no warranty or guarantee that the CCTV System or its monitoring will be uninterrupted or error free nor that it will prevent any loss, theft or damage to property or death or personal injury;
- j) the Company reserves its rights to charge the Customer for any additional costs incurred associated with CCTV System not covered by the Proposal, including requests by Customer for battery changes, maintenance of the CCTV System and providing footage to the police; and
- k) additional charges may be levied by the Company to the Customer if it attends the Site after an alarm activation which has been caused by the default or negligence of the Customer or any change (whether temporary or permanent) to the working patterns or required operating times which have not been notified in writing to the Company reasonably in advance.

#### 5.8 Environmental Services

Where the Company has agreed to provide environmental services under the Proposal (including waste removal services (including hazardous waste) and "Clear and Clean under Direction" services ("**CCD Services**"), the Customer acknowledges and agrees that the Company accepts no responsibility for any waste that is collected as part of that CCD Services once removed from the Site on the Customer's instructions.

#### 5.9 Enforcement Services

Where the Company has agreed to provide Enforcement Services under the Proposal, the following provisions shall apply:

- a) The Company will provide such equipment as is necessary for it to perform its obligations under the Contract. Additional equipment, such as radio communications and clocking systems will be charged to the Customer as per the Proposal. The Customer will provide free of charge all access to a telephone in order so that the Company's employees can make check calls to the control room and summons assistance if necessary.
- b) the Company shall have the authority of the Customer to prepare and sign documents connected to the Enforcement Services including but not limited to enforcement notices, eviction/forfeiture notices, controlled goods agreements and payment arrangement forms.
- c) Any advice provided by the Company relates strictly to the provision of the Enforcement Services and should not be relied upon by the Customer as advice in a wider context (including for any litigation or dispute in which the Customer is a party). The Company accepts no liability for any actions which the Customer may take or loss or damage which the Customer incurs as a result of advice given in any communication with the Company and the Customer should seek independent legal advice.
- d) The Customer shall defend, indemnify and hold harmless the Company, its directors, shareholders and employees against all loss, damage liability or legal claim (including legal costs) which is brought against the Company, its directors, shareholders and employees arising out of or in connection any additional costs that the Company may incur as a result of specific directions provided by the Customer in the course of Company providing the services or
- e) complying with an instruction of the Customer. This will include, but is not limited to, legal costs.
- f) The Customer shall reimburse on demand any costs which the Company may incur as a result of specific directions provided by the Customer in connection with Enforcement Services, including legal costs and other disbursement costs.
- g) Should the Customer cancel or withdraw an instruction subsequent to the Company being instructed, then the Customer agrees to fully indemnify the Company in consideration of all statutory fees due at that point and which would otherwise have been recoverable from the debtor and further agrees to pay all statutory fees due, to the Company within seven days.
- h) Where Customer suspects or is aware that a debtor is suffering financial distress and likely to suffer an Insolvency Event, it will reimburse the Company for all costs incurred in pursuing statutory demands for payment.

#### 6 SPECIFICATION

- 6.1 All samples, drawings, descriptive matter, and advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced solely to describe the Deliverables and/or Services approximately and do not form part of the Contract unless expressly set out in the Specification.

#### 7 THE CUSTOMER'S PROPERTY

- 7.1 The Company shall only use the Customer Property for the purposes of providing the Deliverables and/or Services and not for any other purpose unless agreed between the parties.
- 7.2 The Company acknowledges that the Customer Property is the exclusive property of the Customer.
- 7.3 The Company shall not be responsible for the acts or omissions of any third party personnel on site at the Customer Property.

#### 8 COMPLIANCE

Each party shall comply with all Applicable Law in respect of the Contract.

#### 9 CHARGES

- 9.1 Subject to clause 9.3, the charges for the Deliverables and Services shall be the charges set out in the Proposal or, if no charges are set out in the Proposal, the charges set out in the Company's rate card supplied to the Customer from time to time ("**Charges**").
- 9.2 The Charges are stated exclusive of value added tax ("**VAT**"), which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a valid VAT invoice.
- 9.3 Without limiting clause 9.4, the Company may at any time increase the Charges to reflect any increase in the cost of the Deliverables and/or Services due to, among other things:
  - 9.3.1 any request by the Customer to change the delivery date, time of delivery of Services, quantity, Specification or type of Deliverables and/or Services ordered;
  - 9.3.2 any delay or increase in time arising from the inaccuracy or inadequacy of, or failure to provide, requisite instructions or information reasonably required from the Customer by the Company or a failure by the Customer to perform its obligations under the Contract;
  - 9.3.3 any change in Applicable Law; or
  - 9.3.4 any increase in the costs of supplying the Deliverables and/or Services (including any related employment, subcontractor or other third party costs).
- 9.4 In the event that the provision of the Deliverables and/or Services by or on behalf of the Company in accordance with the Contract is prevented or hindered due to the act or omission of the Customer, including where access to the Site is denied or not achievable by the Company, the Company may, without prejudice to its other rights and remedies available to it, levy additional charges on the Customer for any resulting lost or wasted time of its staff (including an aborted visit) at its then current prevailing rates.
- 9.5 Delivery of Services out of standard working hours (9.00 am to 17.00 pm) or on a non-Working Day may incur additional Charges, at the then current prevailing rates.

#### 10 PAYMENT

- 10.1 The Company may invoice the Customer for the Charges as set out in the Proposal or, if nothing is stated in the Proposal, prior to providing the Deliverables and/or Services (or in the case of Hired Deliverables, weekly in advance or arrears, as elected by the Company).
- 10.2 The Customer shall pay the Company's invoice in full within thirty (30) days of the date of invoice.
- 10.3 All amounts payable to the Company under the Contract shall become due immediately upon termination of the Contract despite any other provision.
- 10.4 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless required by law.
- 10.5 Any dispute or query relating to the Charges or the Company's invoice must be raised with the Company by the Customer in writing within the thirty (30) day payment terms referred to in clause 10.2. Any disputes or queries raised after such period will not be considered and such Charges and invoices will be deemed due in full for payment.
- 10.6 The Company shall be entitled to claim interest of 4% above the Bank of England rate on the late payment of any amount properly due to the Company under the Contract accruing on a daily basis from the due date for payment until payment is made in full, both before and after any judgment.
- 10.7 In the event that any Charges (which are not in bona fide dispute pursuant to clause 10.5) become overdue by more than 30 days, all other invoices submitted may, at Company's option, become due and payable on notice and Company shall be entitled to raise invoices in respect of Services and/or Deliverables performed by the Company notwithstanding any other provision on the payment profile to the contrary.
- 10.8 Payment shall be made by bank transfer to the Company's nominated bank account and not by any other means (including cash or cheque) unless expressly agreed in writing by the Company. Payment by means other than bank transfer may be subject to additional fees which shall be payable by the Customer to the Company. No payment shall be deemed to have been received until the Company has received cleared funds.

#### 11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 All rights, title and interest in and to any Intellectual Property Rights in any Deliverables and Services or otherwise arising in relation to the Contract shall belong to the Company (or its licensor). No rights are granted by the Company to the Customer to any such Intellectual Property Rights.
- 11.2 The Customer shall promptly at the Company's request do (or procure to be done) all such further acts and things and execute (or procure the execution of) all such further documents as the Company may from time to time require for the purpose of vesting the rights, title and interest in and to the Intellectual Property Rights in the Company pursuant to clause 11.1.
- 12 CONFIDENTIALITY**
- 12.1 Except to the extent set out in this clause 12, neither party shall disclose (without prior written consent) any Confidential Information received from the other party related to the Contract during the duration of the Contract and 24 months following its termination.
- 12.2 Disclosure of Confidential Information is permitted on a need-to-know basis to a Permitted Party. The receiving party shall be responsible for ensuring that a Permitted Party with which it shares Confidential Information complies with the duty of confidentiality imposed by the Contract as if it were a party to it.
- 12.3 In the event of disclosure to a third party who has a legal or regulatory right to receive that information, the receiving party shall (to the extent it is legally permitted to do so) give the disclosing party as much notice of the disclosure as possible and provide disclosing party with reasonable assistance to prevent or limit the disclosure.
- 13 DATA PROTECTION**
- 13.1 Processing as a controller**
- Both parties, in the course of performing and/or administering the Contract, exchange business contact information of the other party's employees, contractors, and business partners in the nature of names, job titles, business email addresses, business physical address, gender), communications, complaints and telephone numbers ("BCI"). The parties agree that BCI is provided, received, and processed for the sole purpose of performing or administering the Contract and shall not be processed for any other reason unless required by law. Both parties (each in their role as a separate and independent controller) shall comply with Applicable Data Protection Laws, and shall assist the other in complying with applicable requirements of the Applicable Data Protection Laws, in particular, each party shall ensure that it has in place appropriate technical and organisational measures (including relevant policies) to protect against unauthorised or unlawful processing of BCI and against accidental loss or destruction of, or damage to, personal data.
- 13.2 Processing as a processor**
- The parties have determined that for the purposes of Applicable Data Protection Laws, the Company shall process the personal data as set out in the Description Of Processing as processor on behalf of the Customer. As such, the Company shall, in relation to Customer Personal Data:
- process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the relevant Service(s) the Customer is contracting or as otherwise agreed between the parties unless the Company is otherwise required by Applicable Law to process that Customer Personal Data, in this case, the Company shall notify the Customer of this before performing the processing required by the Applicable Law unless those Applicable Laws prohibit the Company from so notifying the Customer on important grounds of public interest. The Company shall inform the Customer if, in the opinion of the Company, the instructions of the Customer infringe Applicable Data Protection Laws;
  - implement appropriate technical and organisational measures to ensure the security of processed Customer Personal Data, including to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, having regard to the cost of implementing any measures;
  - ensure that persons authorised to process the Customer Personal Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - provide reasonable assistance to the Customer insofar as this is possible (taking into account the nature of the processing and the information available to the Company), and at the Customer's cost and written request, in meeting the Customer's obligations under Applicable Data Protection Laws to: (i) keep Customer Personal Data secure; (ii) notify Customer Personal Data breaches to the relevant supervisory authority and notify Customer Personal Data breaches to data subjects; (iii) carry out data protection impact assessments when required; (iv) consult the relevant supervisory authority where a data protection impact assessment indicates there is a high risk that cannot be mitigated; and (v) take appropriate technical and organisational measures to assist the Customer to respond to requests from individuals to exercise their rights,
  - at the written direction of the Customer, delete or return Customer Personal Data and delete existing copies of processed Customer Personal Data unless Applicable Law requires, and Applicable Data Protection Laws permit, it to be stored, in respect of which such Customer Personal Data will be retained to the extent, period and for the specified purpose(s), as required by such law(s); and
- f) notify the Customer without undue delay on becoming aware of a personal data breach.
- 13.3 Subprocessing**
- The Customer acknowledges and agrees that its entry into the Contract constitutes its prior general written authorisation for the Company to continue to use those Subprocessors already engaged by Company as at the date of the Contract ("Existing Subprocessors"). Where the Company proposes to appoint/use any new Subprocessors the Company shall only allow Customer Personal Data to be processed in connection with the Contract by a new Subprocessor once it has: (a) notified the Customer of any intended changes concerning the addition or replacement of Subprocessors, thereby giving the Customer the opportunity to object to such changes on reasonable grounds; and (b) ensured that the processing by a Subprocessor is governed by an agreement with that Subprocessor, containing obligations similar to those set out in this clause. The Company shall remain liable to the Customer for its Subprocessors' compliance with its data protection obligations. Notwithstanding anything to the contrary in the Contract, the Parties expressly agree that for the purpose of the notice referred to in this clause may be provided via any medium including but not limited to email, a public website or a web-based portal.
- 13.4 Audit**
- The Company shall, on written request, make available to the Customer information that is reasonably necessary to demonstrate compliance with the obligations of Article 28 of the UK GDPR. Where such information is not sufficient, Company shall allow for audits at Customer's cost, in relation to the Customer Personal Data processed pursuant to the Contract provided the Customer provides advance written notice and audits are conducted during business hours subject to security and confidentiality restrictions.
- 13.5 Transfers**
- The Customer consents to the Company transferring Customer Personal Data outside of the UK and/or the EU as required for the Purpose, provided that the Company shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws.
- 13.6 Customer Obligations.**
- The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to the Company and subsequent processing by the Company for the duration and purposes of these Terms and otherwise have responsibility for compliance under Applicable Data Protection Laws.
- 14 EXCLUSIONS AND LIMITATIONS OF LIABILITY**
- 14.1** Nothing in these Terms shall limit or exclude the liability or remedy of either party:
- for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
  - for fraud or fraudulent misrepresentation;
  - for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979; or
  - for any act, omission or matter, liability for which may not be legally excluded or limited.
- 14.2** Subject to clause 14.1:
- 14.2.1** the Company's total liability to the Customer in each twelve month period under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever (including any damage to or loss or theft of the Site or Customer Property) shall in no circumstances exceed an amount equal to one hundred per cent (100%) of the Charges paid under the Contract during that twelve (12) month period; and
- 14.2.2** the Company shall not have any liability to the Customer, howsoever arising for: (a) any direct or indirect loss of profit, loss of revenue, loss of contract, loss of opportunity, loss of savings, loss of (or unavailability of) use of any Deliverables, loss of production or productivity, damage or depletion of goodwill; or (b) any special, indirect or consequential loss.
- 14.3** Subject to clause 14.1, the Customer acknowledges and agrees the Company cannot and does not guarantee that the Deliverables and/or Services will achieve or prevent any particular event, and, accordingly, the Company does not accept any liability directly or indirectly incurred arising from any failure to do so and it remains the Customer has sole responsibility to insure to the fullest extent against liabilities from the actions or inactions of squatters, intruders, and travellers; trespassing; loss, theft or damage to property (including the Site or Customer Property, whether from fires; leaks or otherwise); or personal injury or death; on an "all risks" basis in connection with its use of the Deliverables and receipt of the Services and Company shall not be responsible to the extent Customer cannot recover any property or sums.
- 14.4** Subject to clause 14.1, unless the Company has specifically agreed to provide key holding services in the Proposal, any keys of the Customer provided to the Company (including keys to the Site) as part of these services are entirely at the risk of the Customer and the Company accepts no liability arising in connection with any damage or loss to, or wrongful use of, such keys or any replacement

locks, keys or other security devices rendered necessary as a result of such loss, including any loss or damage to property (including the Site and Customer Property).

- 14.5 The Company shall not be liable for any failure to perform the Contract (including any delay or non-performance) to the extent that such failure has been caused or contributed by the act or omission of the Customer (including any failure by the Customer to provide complete and/or accurate information) or any other party not under the control of the Company.
- 14.6 Without prejudice to clause 3.2, the Company shall not be liable for any claim unless it is made in writing within three (3) months of the event giving rise to such claim with sufficient information to enable the Company to investigate.

## 15 TERM AND TERMINATION

- 15.1 The Contract shall commence on the date stated in the Proposal (or, if no such date is stated in the Proposal, on commencement of the provision of the Deliverables and/or Services by the Company as determined by the Company) and shall, subject to early termination in accordance with this clause, continue for the period set out in the Proposal (or, if no such date is stated in the Proposal, until completion of the supply of the Deliverables and/or Services) ("**Duration**").
- 15.2 Where a minimum period is stated in the Proposal (such as a minimum hire period) ("**Minimum Period**"), the Contract may not be terminated (except in accordance with clauses 15.3 or 15.4) until the expiry of that Minimum Period. After expiry of the Minimum Period, a party may terminate the Contract by serving a written termination notice on the other party of the required period of notice stated in the Proposal (or, if no such period of notice is stated in the Proposal, the period of notice shall be at least thirty (30) days, not to expire sooner than the end of the last day of the Minimum Period).
- 15.3 A party shall, without prejudice to any other rights or remedies it may have, have the right at any time by giving notice in writing to the other party to immediately terminate the Contract if:
- 15.3.1 if the other party materially breaches the Terms and the breach: (a) cannot be remedied; or (b) can be remedied but has not been remedied within thirty (30) days of written notice of the breach; or
- 15.4 the other party is subject to an Insolvency Event. The Company shall, without prejudice to any other rights or remedies it may have, have the right at any time by giving notice in writing to the Customer to terminate the Contract, without liability to the Customer, if any Charges or other amounts owed to it under the Contract (which are not in bona fide dispute pursuant to clause 10.5) are not fully paid within fourteen (14) days after their due date.
- 15.5 On expiry or termination of the Contract or any part of it for any reason:
- 15.5.1 the Customer shall immediately return all Deliverables for which title does not belong to the Customer, failing which, clause 4.5 shall apply;
- 15.5.2 all Charges properly owed under the Proposal and all other amounts due to the Company under the Contract shall become immediately due and payable by the Customer; and
- 15.5.3 the receiving party shall, at the direction of the disclosing party, return or destroy all Confidential Information of the disclosing party.
- 15.6 The termination of the Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the Company and the Customer existing at termination.
- 15.7 Such of these Terms which expressly or by implication are intended to come into or remain in force on or after the termination of the Contract shall remain in full force and effect.

## 16 NON-SOLICITATION

- 16.1 Neither party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the supply or receipt of the Deliverables and/or Services at any time during the Duration or for a further period of six (6) months after the termination of the Contract other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.
- 16.2 If either party commits any breach of clause 16.1, the breaching party shall, on demand, pay to the claiming party a sum equal to one (1) year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the claiming party in replacing such person.

## 17 ASSIGNMENT AND SUBCONTRACTING

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

## 18 FORCE MAJEURE

If either party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable

control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable (including war or other armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, national or international emergency or calamity, strikes, lock-outs or other industrial disputes, (whether involving its own workforce or any third party's), failure of energy supply or telecommunications, disruption to transport (including adverse traffic), malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings or other structures, fires, floods, storms, earthquakes, natural disasters, extreme adverse weather conditions, other acts of God, presence of dangerous or protected, structures, substances or animals, loss at sea, epidemics, pandemics or similar events (including any government restrictions imposed in relation to an epidemic, pandemic or similar event, such as restrictions on working conditions and/or lockdowns) and default of suppliers or sub-contractors) that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using reasonable endeavours, to perform that obligation.

## 19 TRIAL

- 19.1 Where the Company has agreed for the Customer to Trial the Trial Deliverables and/or Trial Services the following terms shall apply:
- 19.1.1 In consideration of the mutual promises set out in this clause 19 the Company hereby grants to the Customer the right to hire and use the Trial Deliverables at the Site solely for the purposes of the Trial.
- 19.1.2 The Trial Deliverables and/or Trial Services shall only be provided for the duration of the Trial Period.
- 19.1.3 The Trial Deliverables and/or Trial Services provided for the purposes of the Trial are provided "as is" and the Company makes no representations, and no conditions, warranties or other terms of any kind are given in respect of the Trial Deliverables and Trial Services. All statutory warranties and conditions are excluded to the fullest extent permitted by law.
- 19.1.4 Unless otherwise specified in the Proposal the Trial Fee (if any) shall be paid within 7 (seven) days from date of invoice and in full without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise unless required by law. The Trial Fee is exclusive of VAT which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a valid VAT invoice.
- 19.1.5 Any maintenance of the Trial Deliverables shall solely be carried out by the Company. The Customer shall not carry out any maintenance to the Trial Deliverables without the Company's prior written consent.
- 19.1.6 The Company may terminate the Trial immediately upon writing.
- 19.1.7 The Customer may terminate the Trial at any time upon 5 (five) days prior written notice.
- 19.1.8 The Company's total liability in relation to the Trial shall not in any circumstances exceed the Trial Fee (if any). In the event that the Trial Fee is zero, the Company's total liability to the Customer shall not in any circumstances exceed £100 (one hundred pounds).
- 19.1.9 In the event of a conflict between any of the terms set out in the Contract and this Clause 19 the terms and conditions of this Clause 19 shall prevail for the purposes of the Trial.
- 19.1.10 For the purposes of the Trial the terms set out in this Contract shall apply unless excluded in this clause 19.

## 20 COMMUNICATIONS

- 20.1 Any communication between the parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail if overseas) to the other party's registered office or address, including email address set out in the Proposal or such changed address or email address as shall be notified from time to time.
- 20.2 Communications shall be deemed to have been received:
- 20.2.1 if delivered personally, at the time of delivery to the address;
- 20.2.2 if sent by pre-paid registered post or recorded delivery, 48 hours after posting;
- 20.2.3 if sent by pre-paid registered airmail, at 9.00am on the fifth (5<sup>th</sup>) Working Day after posting; and
- 20.2.4 if sent by email, at the time of transmission.
- 20.3 This clause 20 does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.

## 21 GENERAL

- 21.1 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties.
- 21.2 If any provision of the Terms is unenforceable, then it shall be modified to the minimum extent necessary to make it enforceable. If it is not possible to modify the provision, then it will be deleted.
- 21.3 No provision of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.
- 21.4 A party's delay or failure to exercise its rights under the Contract will not waive the party's right to exercise that, or any other, right.
- 21.5 This Contract may be executed in counterparts or duplicates, each of which, when executed, shall constitute an original of this Contract and such counterparts or duplicates together shall constitute one and the same instrument.

21.6 The Contract and any Dispute shall be governed by English law and the English courts shall have exclusive authority to settle any Dispute.

## 22 DEFINITIONS AND INTERPRETATION

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

### “Applicable Data Protection Laws”:

- EU GDPR and the UK GDPR; and
- any other Applicable Law with respect to any Customer Personal Data in respect of which Customer or any Customer Affiliate is a Controller (or its equivalent) under any other data protection laws.

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

“CCTV Services”: means the Services supplied by or on behalf of the Company to the Customer incorporating but not limited to the following: the deployment and monitoring of CCTV cameras (including but not limited to those static, CCTV towers, CCTV body-cams and CCTV helmet-cams.

“Customer”: the person(s), firm or company who has entered into these Terms and named as such in the Proposal.

“Customer Personal Data”: any personal data which the Company processes in connection with these Terms, in the capacity of a processor on behalf of the Customer.

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

“Defective Services”: has the meaning given to it in clause 3.2.

“Description of Processing” means: In respect of the CCTV Services:

- **Subject matter:** Provision of the CCTV Services.
- **Duration:** For the duration of the contract relating to the CCTV Services.
- **Nature and purpose of processing:** For the provision of the CCTV Services, including to identify and prevent the commissioning of crime; collecting, recording, replicating and storing the data including (a) organisation, adaptation or alteration of the information or data, (b) retrieval, consultation or use of the information or data, (c) disclosure of the information or data by transmission, dissemination or making available, and (d) alignment, combination, blocking, erasure or destruction of the information or data.
- **Type of personal data:** Personal data including image and sound recordings of data subjects, vehicle registration numbers and any other personal data captured by the CCTV monitoring.
- **Categories of data subject:** Members of the public, employees, visitors captured by the CCTV, car drivers and passengers.

In respect of the Inspection and Management Services:

- **Subject matter:** Provision of the Inspection and Management Services.
- **Duration:** For the duration of the contract relating to the Inspection and Management Services.
- **Nature and purpose of processing:** For the provision of the Inspection and Management Services, including the securing of property; collecting, recording, replicating and storing the data including (a) organisation, adaptation or alteration of the information or data, (b) retrieval, consultation or use of the information or data, (c) disclosure of the information or data by transmission, dissemination or making available, and (d) alignment, combination, blocking, erasure or destruction of the information or data.
- **Type of personal data:** Personal data including image and sound recordings of data subjects, descriptions of the data subjects, any other personal data captured by the any CCTV monitoring undertaken as part of the Inspection and Management Services, and any other personal data contained on the property.
- **Categories of data subject:** Members of the public, squatters or tenants in the properties, visitors captured by any CCTV monitoring.

In respect of the Enforcement Services:

- **Subject matter:** Provision of the Enforcement Services.
- **Duration:** For the duration of the contract relating to the Enforcement Services.
- **Nature and purpose of processing:** For the provision of the Enforcement Services, including collecting, recording, replicating and storing the data including (a) organisation, adaptation or alteration of the information or data, (b) retrieval, consultation or use of the information or data, (c) disclosure of the information or data by transmission, dissemination or making available, and (d) alignment, combination, blocking, erasure or destruction of the information or data.
- **Type of personal data:** Personal data including descriptions of the data subjects and any other personal data collected in the course of providing the Enforcement Services, including eviction orders and debt recovery details.
- **Categories of data subject:** Tenants and other (lawful and unlawful) occupiers of the Site.

“Deliverables”: the Purchased Deliverables and/or the Hired Deliverables (as the context requires).

“Dispute” means any contractual or non-contractual disagreement connected to the Contract;

“Duration”: has the meaning given to it in clause 15.1.

“Enforcement Services”: any enforcement services relating to the Site including without limitation executing warrants for the control of goods, taking action for the recovery or rent/service charge arrears, taking eviction actions, enforcing eviction orders, forfeiture of leases/secure lock changes, end of tenancy services, security services, and investigations and credit status reports.

“CCTV System”: has the meaning given to in clause 5.7a).

“Customer Personal Data”: means any Personal Data processed by any contracted processor pursuant to or in connection with the Contract and irrespective of whether the contracted processor is acting as Controller or Processor in relation to such Processing.

“Charges”: has the meaning given to it in clause 9.1.

“Company”: such Clearway Group company as is named in the Proposal.

“Confidential Information”: means information that is classified as 'confidential', 'secret', or is clearly confidential. Confidential Information excludes any information that: (a) was rightfully in the receiving party's possession prior to disclosure to it by the disclosing party; (b) is public knowledge (other than as a result of a breach of these Terms); (c) is received from a third party who is not under an obligation of confidentiality in relation to the information; or (d) is developed independently.

“controller”, “processor”, “data subject”, “personal data”, “personal data breach” and “processing”: shall have the meaning given to them in the GDPR.

“Contract”: collectively the Proposal and these Terms.

“EU GDPR”: means the General Data Protection Regulation ((EU) 2016/679).

“Hired Deliverables”: any equipment that is hired or leased by or on behalf of the Company to the Customer as set out in the Proposal, which may include security doors, screens, CCTV, alarms and other security equipment and other all equipment, hardware, products and/or materials that are supplied by or on behalf of the Company as part of the Services but which Company is not purchasing.

“Insolvency Event” means a situation where: (a) a party is unable to, or admits inability to, pay its debts as they fall due, or is, or could be, deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (b) a party suspends, or threatens to suspend, payment of its debts; (c) any steps are taken with a view to the appointment of an administrator, administrative receiver or liquidator of a party, or a receiver of all or any part of that party's property, or such an administrator, administrative receiver, liquidator or receiver is appointed; (d) any steps are taken with a view to the obtaining of any moratorium for a party or such a moratorium is obtained in relation to a party; (e) any steps are taken with a view to the general rescheduling or readjustment of all or any part of a party's debts, or with a view to entering into any compromise, composition or arrangement with all or any class of a party's creditors or members, or such a compromise, composition or arrangement is approved, agreed or sanctioned; or (f) any event or step analogous to the events or steps set out in (a) to (e) (inclusive) occurs in any jurisdiction.

“Inspection and Management Services” means the Services supplied by or on behalf of the Company to the Customer incorporating but not limiting to the following: the provision of property inspections, securing of properties, and reinforcement actions.

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

“Maintained Equipment”: has the meaning given to it in clause 5.2.

“Minimum Period”: has the meaning given to it in clause 15.2.

“party”: the Company and/or the Customer (as the context requires) and “parties” be construed accordingly.

“Permitted Party” means: (a) the receiving party's own employees, agents, permitted subcontractors, auditors, and professional advisors; (b) any regulator or any other person having a legal or regulatory right to receive that information.

“Proposal”: the proposal, quotation, purchase order or instruction form (or equivalent document) entered into by the Company and the Customer pursuant to, and incorporating, these Terms to supply the Deliverables and/or the Services and that has been accepted pursuant to clause 1.3.

“Purchased Deliverables”: all equipment, hardware, products and/or materials that are supplied by or on behalf of the Company as part of the Services and which title transfers to the Customer pursuant to clause 4, including as set out in the Proposal.

“Services”: the CCTV Services, Inspection and Management Services, Enforcement Services, or any other services as specified and agreed in the Proposal to be supplied by or on behalf of the Company to the Customer.

“Site”: has the meaning given to it in clause 2.1.

“Specification”: the specification for the Deliverables and/or Services that is agreed in the Proposal or otherwise supplied by or on behalf of the Company to the Customer from time to time (including following updates required to comply with Applicable Law).

“Subprocessor”: means any processor (being a sub-contractor of the Company, but excluding an employee of the Company or an employee of any of its sub-contractors) appointed by or on behalf of the Company to process Customer Personal Data.

“Terms”: the standard terms of business as set out in this document and as amended from time to time in accordance with clause 1.1.

“Trial” means the trial or evaluation of the Hired Deliverables, and/or Services set out in the Proposal.

“Trial Deliverables” means the Hired Deliverables set out in the Proposal for the purposes of the Trial.

“Trial Fee” means the fee (if any) for the Trial as set out in the Proposal.

“Trial Period” means the evaluation or trial period for the purposes of the Trial as set out in the Proposal.

**“Trial Services”** means the Services set out in the Proposal for the purposes of the Trial.

**“UK GDPR:”** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**“VAT”:** has the meaning given to it in clause 9.2.

**“Warranty Claim”:** has the meaning given to it in clause 3.2.

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

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

1.1.1 words in the singular include the plural and vice versa and reference to any gender includes the others;

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

1.1.3 a reference to “company” includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.1.4 references to legislation are to that legislation as amended, extended or re-

enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision;

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

1.1.6 a reference to “writing” or “written” does include email, unless expressly stated to the contrary in the Contract.

1.2 Headings are for convenience only and shall not affect the interpretation of these Terms.

1.3 The Contract shall be binding upon, and enure to the benefit of, the parties and their respective personal representatives, successors and permitted assignees, and references to any party shall include that party’s personal representatives, successors and permitted assignees.

1.4 If there is an inconsistency between any of the provisions of these Terms, the Proposal, the following order of precedence shall apply: (a) the provisions of the Proposal; then (b) these Terms.