

TERMS AND CONDITIONS

1 About Us and These Terms

- 1.1 **Who we are.** We are BWS Security Systems Limited, a company incorporated and registered in England and Wales (company number 03851779), with our registered office at Unit 11, Church Farm Business Park, Corston, Bath, BA2 9AP. Our registered VAT number is 752851224. We will refer to ourselves throughout these terms using the words “**we, our, us**”.
- 1.2 **The structure and application of these terms.** These terms and conditions apply to all Contracts, unless otherwise agreed by us in writing, in addition to the Order, the Aftercare Service Details, Data Processing Terms (where applicable), and any other documents expressly incorporated into the Contract. Together, we will refer to these as the “**Terms**”. These Terms may be updated by us from time to time as described in clause 22.7.
- 1.3 **Review and acceptance.** It is important that you review the Terms carefully and in full before submitting or signing an Order, as they form an important part of the Contract and set out your and our rights and obligations.
- 1.4 **Precedence.** If there is any conflict between the different documents, the following order of precedence shall apply: (1) any ‘special terms’ identified in an Order, for the purposes of that Order only; (2) the Aftercare Service Details; (3) the Data Processing Terms; (4) these terms and conditions; and (5) any other documents, including the Goods Specification and/or other Service Specification documents.
- 1.5 **Contact us.** If you have any questions about our products, services, these Terms, or any other matter, you can contact our customer service team on 01225 872385 or by email at admin@bwsgroup-uk.com. Our email address is our point of contact for the purposes of giving us written notice under the Contract, unless otherwise stated in these Terms.
- 1.6 **How we will contact you.** We will contact you at the address, telephone number and/or email address in the Order or given to us by you for such purposes. It is important that we hold accurate information for you, so you agree to promptly inform us if your contact details change.

2 Definitions and Interpretation

Throughout the Terms, we will use capitalised words and terms and, unless the context otherwise requires, those words and terms have the meanings set out in this clause.

2.1 Definitions:

Aftercare Services	means the combination of preventative and/or corrective maintenance and/or Monitoring Services, provided by us in relation to a Safety System, as per the Aftercare Service Details.
Aftercare Service Details	means the document setting out the Aftercare Services provided by us and the applicable inclusions, exclusions and service levels, a copy of which is appended to these Terms or available at https://www.bwsstandfast.co.uk/aftercare/ .
Business Day	a day other than a Saturday, Sunday or public holiday in England.
Charges	the charges payable by you to us for the Goods and/or Services, as set out in the Order.
Commencement Date	means the date specified as the commencement date on the Order (if any) or, if no date is specified, the date on which the Contract comes into force.
Contract	the contract between you (the Customer) and us for the supply of Goods and/or Services, comprised of the documents referenced in clause 1.2.
Customer	the legal person, entity, organisation or firm purchasing the Goods and/or Services from us, as specified in an Order. We will also refer to the Customer as “ you/your ”.
Data Processing Terms	the personal data processing terms appended to these terms and conditions or available at https://www.bwsstandfast.co.uk/data/ .

Deliverables	The tangible outputs of the Services (which may include testing and/or compliance certifications), as set out in the Order.
Goods	the goods (or any part of them) related to the Services, as set out in the Order.
Goods Specification	any specification for the Goods, including any relevant plans or drawings, specified in the Contract, our technical documentation, or as agreed in writing between you and us.
Initial Service Term	means the initial term applicable to any recurring subscription Services, as specified in the Order.
Intellectual Property Rights	patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Monitoring Services	means the third party monitoring of Safety System inputs and alerts, as further described in the Aftercare Service Details.
Order	your order for the supply of Goods and/or Services, as set out in your written acceptance of the Supplier's quotation, signing of the Supplier's order form and/or Customer's purchase order (as the case may be).
Safety System	means any combination of security systems, life safety, fire systems and/or other support systems, delivered and installed by us under the Contract and/or in respect of which we provide Services, as specified in an Order.
Services	the Aftercare Services and any electrical safety, testing, inspection, maintenance, certification services and/or other services, including the associated Deliverables, supplied by us to you, as set out in Order and any Service Specification.
Service Specification	the description or specification for the Services provided in writing to you by us, including in the Aftercare Service Details.
Warranty Period	means the validity period of any warranty given by us in respect of the Goods and/or Services under the Contract, including as specified in the Aftercare Service Details and clause 6.1 of these terms and conditions.

2.2 Interpretation:

- 2.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 2.2.2 a reference to a party includes its personal representatives, successors and permitted assigns;
- 2.2.3 a reference to a clause is to a clause of these terms and conditions, and references to paragraphs are to the relevant paragraph of a Contract document. Headings are indicative only and do not have any binding effect;
- 2.2.4 a reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision;
- 2.2.5 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms; and
- 2.2.6 a reference to writing or written includes email.

3 Basis of our Contract with you

- 3.1 The Order constitutes an offer by you to purchase the Goods and/or Services set out in the Order, subject to these Terms.

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- 3.2 The Order shall only be deemed to be accepted by us on the earliest of: (i) us counter-signing and returning the Order to you; (ii) us emailing you or otherwise contacting you to confirm acceptance; or (iii) us beginning performance of the Order. At this point, a binding Contract shall come into existence.
- 3.3 Any samples, drawings, descriptive matter or advertising issued by us and any descriptions of the Goods or illustrations or descriptions of the Services contained in our catalogues or brochures are issued for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.
- 3.4 These Terms apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. In particular, any Customer purchase order or similar document shall be issued for financial administration purposes only and shall not form part of the Contract and any terms referenced therein shall have no legal effect.
- 3.5 Any quotation given by us shall not constitute an offer and is typically valid for a period of 90 days from its date of issue, although we may revoke or re-issue a quotation at any time.

4 Supply of Goods

- 4.1 We will supply the Goods in accordance with the Order and the Goods Specification in all material respects.
- 4.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by you, you accept that you are wholly responsible for ensuring that the Goods Specification meets appropriate legal, industry, design and quality standards, and that the Goods Specification does not infringe the rights (including Intellectual Property Rights) of any third party.
- 4.3 We reserve the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and we will notify you in any such event if the amendment occurs after you place an Order and before the Goods are delivered to you.

5 Delivery and Installation of Goods

- 5.1 We agree to deliver the Goods to the location set out in the Order or otherwise agreed by you and us in advance (the "**Delivery Location**"). Where a Deposit is payable (see clause 13.3), we will only make delivery once the Deposit is paid.
- 5.2 Delivery of the Goods shall be completed on the unloading of the Goods at the Delivery Location.
- 5.3 Where we have agreed to be responsible for installing and/or commissioning the Goods, we will do so within a reasonable time following delivery of the Goods and in accordance with any timeframe(s) set out in the Order or agreed between you and us in writing. Installations are typically performed between the hours of 8am and 6:30pm on Business Days.
- 5.4 Any dates quoted for delivery and installation of the Goods are approximate only, and the time of delivery is not of the essence. In particular, we will not be liable for any delay that is attributable to (i) an event beyond our reasonable control (as further described in clause 20); or (ii) any failure on your part to provide the necessary access or instructions.
- 5.5 If you fail to take delivery of the Goods within three (3) Business Days of us notifying you that the Goods are ready, or fail to give us the instructions and access necessary to deliver and/or install the Goods, then except where such failure or delay is caused by an event beyond your reasonable control (as further described in clause 20) or by failure or non-compliance on our part:
- 5.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which we notified you that the Goods were ready; and
- 5.5.2 we shall store the Goods until actual delivery takes place, and shall be entitled to charge you for all reasonable and evidenced costs and expenses (including insurance) relating to such storage.

- 5.6 We may deliver the Goods by instalments. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

6 Quality of Goods

- 6.1 We warrant that on delivery, and for a period of 12 months from the date of delivery or, where we are responsible for installation, from the date of completion of installation ("**Warranty Period**"), the Goods shall:

- 6.1.1 conform in all material respects with the Goods Specification; and
- 6.1.2 if you are a consumer, be of satisfactory quality, as described, and otherwise conform with the conditions set out in the Consumer Rights Act 2015.

- 6.2 Subject to clause 6.3, if you give us notice in writing during the Warranty Period and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty in clause 6.1, and subject to us having a reasonable opportunity of examining such Goods, we will, as we deem appropriate, either repair or replace the defective Goods, or refund the Charges paid for the defective Goods in full.

- 6.3 We will not be liable for the Goods' failure to comply with the warranty in clause 6.1 if:

- 6.3.1 an Exclusion applies (as defined in the Aftercare Service Details); or
- 6.3.2 the defect arises as a result of us following any drawing, design or specification supplied by or on behalf of the Customer.

- 6.4 These Conditions shall apply to any repaired or replacement Goods supplied by us under these Terms.

- 6.5 If you are a consumer, these Terms do not affect any statutory rights you have, including under the Consumer Rights Act 2015.

7 Title and Risk in Goods

- 7.1 The risk in the Goods shall pass from us to you on completion of delivery, as described in clause 5, though we will be responsible to you for any loss or damage caused to the Goods by our negligence or intentional wrongdoing in the course of performing installation.

- 7.2 Title to the Goods shall pass from us to you on the later of: (i) delivery of the Goods; (ii) completion of the installation of the Goods (where applicable); and (iii) our receipt of all Charges payable in relation to the Goods and any associated installation Services.

8 Supply of Services

- 8.1 We will supply the Services to you in accordance with the Service Specification in all material respects.

- 8.2 Some Services are subject to a visual risk assessment and/or condition survey prior to us confirming the ability to provide the Services, the scope of the Services, and/or the Charges payable for the Services. In this case:

- 8.2.1 you agree to accommodate our visit, access and inspection and to provide all information we reasonably require;
- 8.2.2 following our assessment or survey, we will inform you of any concerns, limitations and/or exclusions; and
- 8.2.3 if any risks are unable to be addressed immediately, Services may need to be postponed until rectified. Similarly, if any risks become apparent during the course of the Services, these will need to be resolved before the Services continue. We will not be responsible to you for any such postponement or delay.

- 8.3 We will use commercially reasonable efforts to meet any agreed performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance

of the Services.

- 8.4 We reserve the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and we shall notify you in any such event.
- 8.5 We warrant to you that the Services will be provided using reasonable care and skill, in accordance with good industry practices and standards, and in compliance with applicable laws and regulations.

9 Conditions and Exclusions on Performance of Services

- 9.1 If the presence of asbestos is suspected or known within the premises, this should be brought to our attention at the earliest opportunity. If asbestos is suspected whilst Services are being carried out, the Services will be suspended and tests must be carried out by a specialist contractor to ascertain if this is the case. Once confirmation is received that either asbestos is not present, or has been removed, Services can resume. The costs and expenses of testing for asbestos, and any additional work required for removal by specialist contractors shall be borne solely by the Customer.
- 9.2 It is your responsibility to obtain any relevant consents, licences or other permissions needed from any third parties such as landlords, planning authorities, local authorities or similar, for the performance of the Services and these must be obtained and evidenced to us on request before the Services commence.
- 9.3 We will ensure that relevant Services are carried out in accordance with the Health & Safety at Work Act 1974, the Electricity at Work Act 1989, BS7671 IET Wiring Regulations and applicable Building Regulations in force at the applicable time.
- 9.4 Whilst carrying out installation, testing and inspection work, it is likely that the electricity supply will be interrupted. This may affect all aspects of the installation and not just the specific circuit being worked on. Whilst every effort is made to minimise disruption, this should be considered when scheduling in work and we will not be liable for any loss of power, loss of data or interruptions to online work during the normal course of conducting this work.
- 9.5 Where carpet or floor coverings require lifting, we will take reasonable care to avoid damage and to refit to an acceptable standard. However, depending on the age and condition of the carpet / floor covering, damage or refitting issues may occur, and if you are concerned about this, we recommend engaging a professional carpet/floor fitter.
- 9.6 Every effort will be made to ensure that electrical items are plugged back in and in working order after the Services have been completed. However, we shall not be liable for any losses resulting from an electrical item not being plugged back in and / or switched on. You are fully responsible for checking all equipment and appliances upon completion of the Services.

10 Certifications

Certifications and similar documentation will be issued in accordance with BS7671 IET Wiring Regulations and Part P of the Building Regulations. Certifications will be issued either via email or post. It is important to retain these documents and keep them for future reference, as a record of the work that has been carried out, and confirmation that the work has been installed to the appropriate standards. Should copies of electrical certification be required at a later date, this may incur an administration charge.

11 Monitoring Services

- 11.1 In addition to any terms in the Aftercare Services Details, you acknowledge and agree that the Monitoring Services are subject to third party dependencies, including power and network connectivity, police or other authorities and related suppliers, over which we have no control. Therefore, whilst we use commercially reasonable efforts to ensure the Monitoring Services are provided in accordance with the Contract, we cannot guarantee that they will be uninterrupted or error-free or will prevent an incident from occurring. In particular, we will not be responsible for:
- 11.1.1 any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications, networks and facilities, including the internet; and/or

- 11.1.2 any delays, delivery failures, or any other loss or damage caused by an event outside of our reasonable control, including any damage or defect in the Safety System or any other hardware, software or equipment, unless caused by our own intentional misconduct or negligence.

12 Customer's Obligations

12.1 In connection with the Contract, you agree to:

- 12.1.1 ensure that the terms of the Order and any information provided by you is complete and accurate and remains so, including by informing us if any of your details change;
- 12.1.2 co-operate with us in all matters relating to the performance of the Contract;
- 12.1.3 provide us, our employees, agents, consultants and subcontractors, with access to your premises, facilities, systems, and personnel as reasonably required by us to provide the Services. Where this is not provided, we may charge you for any additional time spent or visits required to complete the Services;
- 12.1.4 provide us with such information and materials as we may reasonably require in order to deliver the Goods and/or supply the Services, and ensure that such information is complete and accurate in all material respects;
- 12.1.5 prepare your premises for the delivery and installation of the Goods and supply of the Services, as applicable; and
- 12.1.6 comply with all applicable laws, including health and safety laws and any additional obligations as set out in the Contract, Service Specification and/or the Goods Specification.

12.2 If our performance of any obligations under the Contract is prevented or delayed by any act or omission on your part or failure by you to perform a relevant obligation ("**Customer Default**"):

- 12.2.1 without limiting or affecting any other right or remedy available to us, we may suspend delivery of the Goods and/or performance of the Services until you remedy the Customer Default, and we may rely on the Customer Default to relieve us from the performance of our obligations to the extent the Customer Default prevents or delays the performance of those obligations;
- 12.2.2 we will not be liable for any costs or losses sustained or incurred by you arising from a failure or delay caused by a Customer Default; and
- 12.2.3 you agree to reimburse us on written demand for any reasonable and evidenced additional costs and expenses incurred by us due to the Customer Default.

13 Charges and Payment

13.1 The Charges shall be as set out in the Order.

13.2 Where Charges are calculated and payable on a time and materials basis:

- 13.2.1 the Charges shall be calculated in accordance with our standard rate card in effect at the applicable time; and
- 13.2.2 we are entitled to charge you for any expenses reasonably incurred by the individuals engaged in connection with the Services, including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by us for the performance of the Services, and for the cost of any materials.

13.3 Charges will be invoiced by us in accordance with this clause and the Order, including:

- 13.3.1 for Goods delivery and installation, an upfront invoice on the Commencement Date equal to 30% of the total Charges payable ("**Deposit**");
- 13.3.2 for Goods delivery and installation, payment of the remaining balance either in instalments (where stated in the Order) or on completion of the installation; and
- 13.3.3 for Services, at the intervals specified in the Order and in advance unless otherwise specified.

13.4 Charges payable in respect of ongoing subscription Services, including the Aftercare Services and Monitoring Services, shall be payable by direct debit and you agree to complete and return to us a

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direct debit instruction on request. Where you fail to do so, or we agree to an alternative payment method, you agree that we may charge an administration fee of £40 per invoice.

13.5 For Charges payable other than by direct debit, you agree to pay our invoice in full and cleared funds to our nominated bank account within thirty (30) days of the date of the invoice.

13.6 We may increase the Charges payable under the Contract as follows:

13.6.1 at any time prior to delivery of the Goods, to reflect any increase in the cost of the Goods that is due to: (i) any factor beyond our control, including foreign exchange fluctuations, increases in taxes and duties, and/or increases in labour, materials and other manufacturing costs); (ii) any request by you to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; and/or (iii) any delay caused by you, including failure to give us adequate or accurate information or instructions;

13.6.2 for ongoing subscription Services, including the Aftercare Services and Monitoring Services, on an annual basis by giving you at least fourteen (14) days' written notice, subject to the increase being no more than the rate of CPI plus up to 6%; and

13.6.3 for ad-hoc or recurring Services, by giving you prior written notice of any increase to the applicable Charges and/or rate card.

13.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax or any equivalent sales tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract, you shall, on receipt of a valid VAT invoice, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services, at the same time as payment of the Charges.

13.8 If you fail to make a payment due under the Contract by the due date, then, without limiting our other rights and remedies, (i) we may suspend our performance of the Contract without liability to you; and (ii) you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. This Interest will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

13.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14 Intellectual Property Rights

14.1 All Intellectual Property Rights comprised in the Goods and in or arising out of or in connection with the Services, including but not limited to the Goods Specification and Service Specification, and any associated documents and materials, shall be owned by us or our licensors. Nothing in the Contract applies to transfer those rights to you or give you any rights to modify, adapt, distribute, reverse-engineer or otherwise commercially exploit the same.

14.2 Where we deliver Deliverables to you, we grant you a fully paid-up, worldwide, non-exclusive, royalty-free and irrevocable licence during the term of the Contract to use and copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables for the purposes envisaged under the Contract.

15 Data Protection

15.1 We will handle your personal data (or that of your representatives) in accordance with our privacy policy, which is available on our [website](#).

15.2 **This clause does not apply to consumers.** To the extent that we process personal data on your behalf while performing the Services, the Data Processing Terms apply.

15.3 You agree that we may contact you in relation to goods or services that we think may be of interest to you, in accordance with our privacy policy. You have the right to opt-out or unsubscribe from our marketing communications at any time.

16 Limitation of liability – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

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- 16.1 References to liability in this clause 16 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise.
- 16.2 **This clause does not apply to consumers.** The Goods and Services (including any design, supply, installation, maintenance, monitoring and/or call-out services) are provided as a risk-mitigation measure only. They are intended to reduce (but cannot eliminate) the risk of fire, theft, intrusion, damage, business interruption, personal injury or other loss. We do not warrant or guarantee that the Goods and Services will prevent any loss, damage, theft, intrusion, fire, injury or other adverse event, or that any such event will be detected and/or responded to in time to avoid or limit loss. Accordingly, you acknowledge that you remain responsible for your own risk management and insurance.
- 16.3 Nothing in the Contract limits or excludes any liability that cannot legally be limited or excluded, including liability for:
- 16.3.1 death or personal injury caused by negligence;
 - 16.3.2 fraud or fraudulent misrepresentation;
 - 16.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and/or
 - 16.3.4 liability to a consumer that is not capable of exclusion or limitation.
- 16.4 Subject to clause 16.3, our liability to you under the Contract shall be limited as follows:
- 16.4.1 for any failure to deliver the Goods or non-conformance of the Goods with this Contract, we will be liable for an amount no greater than the Charges paid or payable to us for those Goods;
 - 16.4.2 for any failure to perform the Services or any non-conformance of those Services with the Contract, we will be liable for an amount no greater than the Charges paid or payable for those Services during the preceding twelve (12) months (grossed up to the equivalent of twelve (12) months where the Contract has not been in effect for twelve (12) months);
 - 16.4.3 for any other liability, an amount equal to the total Charges paid or payable under the Contract during the twelve (12) months preceding the claim (grossed up to the equivalent of twelve (12) months where the Contract has not been in effect for twelve (12) months); and
 - 16.4.4 the following types of loss are wholly excluded if you are a business: (i) loss of profits; (ii) loss of sales, contracts or business; (iii) loss of anticipated savings; (iv) loss of use or corruption of software, data or information; (v) loss of or damage to reputation or goodwill; and/or (vi) any indirect or consequential loss or damage; and
 - 16.4.5 if you are a consumer, we will not be liable to you for any business losses.
- 16.5 Except where you are a consumer, the conditions and warranties in these Terms are exclusive of any that may otherwise be implied, including by statute, and any other conditions, representations and warranties are excluded to the fullest extent permitted by law.
- 17 The Right to Cancel – THIS APPLIES TO CONSUMERS ONLY**
- 17.1 For most products bought by exchange of emails, telephone, or via a website or web-based platform, you have a legal right to change your mind within 14 days and receive a refund. These rights, under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, are explained in more detail in this clause.
- 17.2 **How long do I have to change my mind?** This depends on what you have ordered and how it is delivered:
- 17.2.1 if you bought Aftercare Services or other ongoing Services, you have 14 days after the date of the Order. However, if you cancel after we have started the Services, you must pay us for part of the Services consumed, including any planned preventative maintenance visits provided up until the time you tell us that you have changed your mind; and/or
 - 17.2.2 if you bought Goods, you have 14 days after the day you (or someone you nominate)

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receives the Goods, unless your Goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receive the last delivery of Goods to change your mind.

- 17.3 **Exercising the right to cancel.** Unless an exception applies, you can exercise the right to cancel by emailing us at cancellations@bwsgroup-uk.com. Please provide details of what you bought, the Order date, and your name and address.
- 17.4 **Return of Goods.** If you end the Contract after the Goods have been dispatched to you, or you have received them and/or they have been installed, you must return them to us at Unit 11, Church Farm Business Park, Corston, Bath BA2 9AP or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01225 872385 or email us at cancellations@bwsgroup-uk.com for a return label or to arrange collection. You must send the Goods back to us within 14 days of telling us you wish to end the Contract. Unless the Goods are defective, you will be responsible for the return or collection costs and we may deduct this from the refund paid to you.
- 17.5 **Refund.** We will refund you the Charges you paid for the cancelled Goods and/or Services, though we may deduct from the refund: (i) the cost of those Services performed; (ii) any return, collection, installation, uninstallation and other costs; (iii) a reasonable amount to reflect the reduction in value of the Goods, if caused by your handling or use of the Goods, including their installation and uninstallation. If we refund the Charges before having the ability to inspect the Goods and discover that the value of the Goods has been affected, we may invoice you for the reduction in value and you agree to pay the invoice in accordance with these Terms. The refund for Goods which you are sending back to us will be paid within 14 days of our receipt of the Goods. In all other cases, the refund will be made within 14 days of you telling us you have changed your mind.

18 Termination and Consequences of Termination

- 18.1 Without affecting any other right or remedy you or we may have, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 18.1.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 18.1.2 the other party (being an individual) is declared bankrupt or (being a company) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - 18.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 18.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 18.2 Without affecting any other right or remedy we may have, we may suspend or terminate the Contract with immediate effect by giving written notice to you if you have failed to pay any undisputed Charges by the due date for payment.
- 18.3 On termination of the Contract:
- 18.3.1 we will stop performing the Services and will no longer be obliged to deliver any Goods, unless they have been paid for in full;
 - 18.3.2 except as otherwise provided in clause 17, you agree to pay our outstanding invoices and any applicable interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable in accordance with these Terms;
 - 18.3.3 you agree to return any Deliverables or Goods which have not been fully paid for. If you fail to do so, we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - 18.3.4 any rights, remedies, obligations and liabilities of the parties that have accrued up to

- the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry, shall not be affected; and
- 18.3.5 any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect, including clauses 7, 13, 16, 18.3, 19, and 22.

19 Confidentiality

- 19.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 19.2. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 19.2 Each party may disclose the other party's confidential information:
- 19.2.1 to its employees, officers, representatives, contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 19; and
- 19.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 19.3 You agree that we may name you as a customer of ours and use your name and logo (where applicable) in our marketing materials, subject to any reasonable brand guidelines imposed by you.

20 Events Beyond Our Reasonable Control

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations (other than an obligation to pay) if such delay or failure results from events, circumstances or causes beyond its reasonable control including, in our case, pandemic, epidemic, acts of Government, acts of God, and/or supply chain shortages. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for more than six (6) weeks, the party not affected may terminate the Contract by giving seven (7) days' written notice to the affected party.

21 Our Complaints Policy

- 21.1 We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise there may be times where our customers may not be completely satisfied.
- 21.2 As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards. If you have any concerns, you can contact us by either calling, writing or emailing us. We aim to respond within 7 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.
- 21.3 Where we cannot resolve any complaints using our own complaints procedure, we use the Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact <https://www.ombudsman-services.org>.

22 Other Miscellaneous Terms

- 22.1 **Assignment and other dealings.** we may at any time assign, transfer mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract. You agree not to assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without our prior written consent. We will remain responsible for the acts and omissions of our subcontractors.
- 22.2 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or

unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

- 22.3 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 22.4 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 22.5 **Entire agreement.** Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 22.6 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for a third party to enforce any term of the Contract.
- 22.7 **Variation.** We may alter, amend and re-issue these terms and conditions at any time with notice, including where changes are required due to change in law, practice and/or the Goods and Services we offer. Any amendments will become binding on you in respect of any Orders still in effect and any new Orders entered into between you and us.
- 22.8 **Governing law and jurisdiction.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.