



TRINITY FIRE AND SECURITY SYSTEMS LTD.

TERMS & CONDITIONS FOR MAINTENANCE SERVICES

1. DEFINITIONS

- 1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

Breakdown: means any failure or stoppage in the proper functions of the Equipment.

Client: the person, persons, or legal entity to whom maintenance services are to be provided to by the Company.

Client Account Manager (CAM): Company assigned point of contact for any Client communications outside of routine maintenance works (where applicable as stated in the Service & Maintenance Agreement).

Company: Trinity Fire and Security Systems Ltd, company number 03304503.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach: processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Costs: the costs payable by the Client to the Company for the Services as set out in the Service & Maintenance Agreement and these Terms and Conditions.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Equipment: the equipment or materials the subject of the Service & Maintenance Agreement.

NSI Gold: Third party accreditation from the National Security Inspectorate as held by the Company.

Order: The Client's order for Services as set out in the Service & Maintenance Agreement to be issued by the Company and accepted by the Client.

Remedial Minor Works Team: TFS internal team responsible for producing small value estimates for any works notified directly from engineer/s at time of service visit.

Services: the maintenance services to be provided by the Company to the Client.

Site: means the site/s where the Services are to take place.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

URN: Unique Reference Number as issued by the relevant Police authority for identifying and tracing automatic response to intruder and hold up alarm systems.

Service & Maintenance Agreement: the service and maintenance agreement entered into between the Client and the Company.

SLA: The Company offers Service Level Agreement types as listed below. The type of SLA entered into by the Client is detailed in the Service & Maintenance Agreement and Order and the information set out below is subject to variation from time to time:

- **Premium Service Level Agreement**

In accordance with the current industry standards and manufacturer's recommendations, the Company will attend site at determined intervals to undertake preventative maintenance of the installed system. Labour for the scheduled visits is included. Any parts and callouts will be charged in addition at the contract rates. Response to callouts is determined by level of urgency and undertaken either the same day or the next day.

- **Premium Plus Service Level Agreement**

In addition to the Premium SLA, the Premium Plus SLA includes labour for reactive callouts. All equipment and/or plant is chargeable. Note: Labour cost may be subject to charge depending on conditions as noted in clause 6.11 of these Terms and Conditions.

- **Premium Enhanced Service Level Agreement**

In addition to the Premium Plus SLA, the Premium Enhanced SLA includes replacement parts (excluding consumables, batteries, and software). Generally, parts will be provided to match the existing. Where this is not possible due to them being obsolete, the company will suggest an alternative which may incur

an additional cost. Note: Labour & Equipment cost may be subject to charge depending on conditions as noted in clause 6.11 of these Terms and Conditions.

2. ORDERS

- 2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Terms and Conditions and those set out in the Service & Maintenance Agreement relating to the Order.
- 2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point, and on which date a contractual arrangement shall come into existence.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not have any contractual force.
- 2.4 These Terms and Conditions and the terms set out in the Service & Maintenance Agreement apply in their entirety unless expressly stated, to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. GENERAL OBLIGATIONS OF COMPANY

- 3.1 The Company shall exercise reasonable skill and care in the performance of the Services.
- 3.2 The Services to be provided are detailed in Service & Maintenance Agreement.
- 3.3 The Company will provide a 24-hour call-out service as specified within the Service & Maintenance Agreement. Once the Order Service & Maintenance Agreement has been signed by both parties, and during Site mobilisation bespoke communication channels such as email addresses and telephone numbers for the Client will be generated. The Company will issue to the client contact details and any required systems references for general and emergency call-out purposes.
- 3.4 The Company will provide a service co-ordination team assigned as a point of contact for routine maintenance enquiries, they will provide a conduit between the Client and the engineers on Site. Engineers are all equipped with PDA's and mobile telephones to ensure they are contactable at all times.
- 3.5 The Company will assign a representative as first point of contact as stated in the Service & Maintenance Agreement during the mobilisation process and to be

available for any enquiries, attendances, contract meetings outside of routine maintenance and callouts.

- 3.6 Except in an emergency, maintenance services will normally be carried out between the hours of 8:30 am to 5:00 pm on weekdays unless otherwise agreed by the Parties in writing.
- 3.7 Any maintenance services that are likely to involve disruption to the Client's business activities if carried out during normal working hours will be undertaken during hours agreed in advance between the Client and the Company (this may include night time and/or weekend working) and will be subject to additional Costs if this requirement has not been foreseen pre-contract and included within the Service & Maintenance Agreement.
- 3.8 All Services to be undertaken by the Company shall be carried out by competent and suitably qualified personnel of the Company or of the companies approved sub-contractors to the reasonable satisfaction of the Client.
- 3.9 Whenever possible, Services, materials, and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturer and in accordance with relevant Codes of Practice and the Company's quality procedures for equipment procurement.
- 3.10 The Company shall submit engineer reports following any engineer attendance to site detailing Services carried out, repairs and adjustments made, condition of equipment and other information which the Client may from time to time reasonably require.

4. GENERAL OBLIGATIONS OF CLIENT

- 4.1 The Client shall:
 - (a) ensure that the terms of the Order and any information it provides are complete and accurate.
 - (b) co-operate with the Company in all matters relating to the Services.
 - (c) provide the Company, its employees, agents, consultants, and subcontractors, with access to the Client's Site, premises, office accommodation, welfare facilities and other facilities as reasonably required by the Company.
 - (d) provide the Company with such information and materials as the Company may reasonably require in order to supply the Services and ensure that such information is complete and accurate in all material respects.
 - (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start unless otherwise agreed by the Parties in the writing.

- (f) provide at their expense any facilities reasonably required by the Company (which may include secure storage for equipment and materials, power supply and access equipment for works).
 - (g) comply with all applicable laws, including health and safety laws; and
 - (h) comply with any additional obligations as set out in the Services & Maintenance Agreement.
- 4.2 Where the Client has purchased, or where the Company has given access to, the LAN Controls Nimbus compliance tool, The Client agrees to abide by the terms and conditions as published by LAN on their website (a copy of such terms can be providing on request).

5. SYSTEM TAKEOVERS / FIRST CONTRACT TERM

- 5.1 Where the Company is taking over responsibility for maintenance from another provider, the Company will undertake a basic survey as part of the first visit to verify the age and state of the system and quality of maintenance records in accordance with the relevant codes of practice for the system/s.
- 5.2 Based on the Company's findings the Company may recommend an initial 100% test of the system, which would be charged separately, prior to continuing with the routine Services. This would only apply where previous maintenance was identified as poor, insufficient records were available or the system is deemed to be in an unsatisfactory state. The Company reserves the right to offer an alternative maintenance Service Level Agreement based on the findings.
- 5.3 Any problems identified within the first maintenance term after commencement of the Service & Maintenance Agreement, which in the Company's opinion affect the integrity of the system, will be deemed to have existed prior to the Company's involvement and rectification will be subject to additional charge.
- 5.4 Where the Service & Maintenance agreement contains in whole or in part intruder alarm and hold up alarm systems, NSI Gold requires that a security risk assessment is in in place – this should have been completed by the original installing company of the system. If this has not been completed by the original installing company and the Company is required to carry out this work – the Company will charge additional costs for this service.
- 5.5 If the security risk assessment is not provided by the Client to Company, then the Company reserve the right to charge additional fees for completion of the required risk assessments. Absence of the security risk assessment may result in the Company being unable to connect the systems to a remote monitoring service and will preclude the application for police response URN's for the affected systems until such time as the risk assessment is provided.

- 5.6 Where direct police response is required but we are not able to provide this as stated in clause 5.4 & 5.5 this may compromise the Clients insurance/s for the building/systems concerned.
- 5.7 Any additional assets identified during the first annual maintenance term after commencement of the Services & Maintenance Agreement , which fall outside of the scope of the Services & Maintenance Agreement , will be quantified and reported back to the Client accordingly along with a proposal cost to add these assets to the Services & Maintenance Agreement.

6. MAINTENANCE

- 6.1 The maintenance services shall include all the Services detailed in the Service & Maintenance Agreement.
- 6.2 The minimum contract term will be as shown in the Service & Maintenance Agreement.
- 6.3 Unless stated otherwise within the Service & Maintenance Agreement, any cost associated with on-going line rental and monitoring charges is excluded from the Services.
- 6.4 In accordance with the current industry standards the Company will attend the Site at pre-determined intervals to undertake preventative maintenance of the installed system. Labour for the scheduled visits is included.
- 6.5 The agreed SLA as noted in the Service & Maintenance agreement will determine what further charges for equipment and call-out labour are applied.
- 6.6 Any disruption howsoever caused to the maintenance Services during organised or scheduled visits will be chargeable at the rates set out in the Service & Maintenance Agreement.
- 6.7 The Company must be immediately informed of any breakdown and it is the Client's responsibility to raise a call-out to the affected system accordingly.
- 6.8 The Company shall not attempt to make any repairs or maintenance to the Equipment without the prior written consent of the Client.
- 6.9 The Company reserve the right, at the expense of the Client, to inspect and review any Services carried out on the Site by a third party employed by the Client or representative of the Client. This may result in the Company making recommendations for remedial and/or completion works which must be completed prior to acceptance and adoption to the ongoing Service & Maintenance Agreement.

6.10 The Service & Maintenance Agreement shall not be deemed automatically to cover any new Equipment that the Client may purchase or any existing equipment that may be present on site but not included in our proposal at time of quotation (including from any third party) during the term of the Services & Maintenance Agreement. Extension of the Services to cover such additional Equipment shall occur only by agreement in writing between the Parties and may result in an increase in the Costs, such increase being at the discretion of the Company and agreement with the Client.

6.11 The following services are expressly excluded from the Service & Maintenance Agreement and the Company will only undertake them at its discretion and at additional cost to the Client:

- (a) repairs to Equipment which has been misused, abused, or damaged deliberately or negligently by the Client or any third party.
- (b) repairs to Equipment damaged as a result of acts of God, any type of water ingress including condensation, war, terrorism, fire, explosion, or natural disaster.
- (c) repairs to equipment or infrastructure that is external to the Equipment.
- (d) a defect in the manufacturer's design of the Equipment (except where under warranty with the Company).
- (e) faulty materials or workmanship in the manufacture of the Equipment (except where under warranty with the Company).
- (f) repairs to Equipment damaged as a result of equipment or materials not supplied or approved in writing by the Company being used by the Client or any third parties.
- (g) repairs required as a result of any maintenance, alteration, modification, repairs, or adjustment performed by persons other than the Company or its employees or agents.
- (h) repairs required as a result of the Client or a third party moving the Equipment.
- (i) repairs required as a result of the use of the Equipment being made in breach of any of the provisions of the agreement under which the Equipment was supplied.
- (j) repairs required as a result of failure, interruption or surge in the electrical power or its related infrastructure connected to the Equipment.
- (k) repairs required as a result of a failure or malfunction in the environmental controls required for the normal operation of the Equipment, or an error or omission in the correct use of that environmental controls by the Client.
- (l) the Client failing to clean the Equipment in accordance with the manufacturer's instructions.
- (m) Contamination and/or damage to the Equipment by insect or another animal infestation.
- (n) any faults associated with third parties over which the Company has no direct control. i.e. telephone line faults or mobile communication providers.
- (o) equipment no longer supported by the manufacturers; and
- (p) equipment which is outside of the manufacturer's life expectancy

- 6.12 If, in its reasonable opinion, the Company considers that any Equipment cannot be repaired economically so as to put it in a maintainable condition and it notifies the Client accordingly, the Company reserves the right not to carry out any Services in relation to that Equipment until such time as rectification work has been completed.

7. EMERGENCY CALL-OUTS

The Order will include a 24-hour helpline and covers all emergency callouts to Site. Call outs to Site and equipment used during the emergency call-out visit may be chargeable depending on the agreed SLA type as noted in the Service & Maintenance Agreement.

8. NON-ROUTINE SERVICES

- 8.1 If the Client requires any new work or services outside the scope of routine maintenance as agreed between the parties in the Service & Maintenance Agreement, an estimate will be provided for acceptance by the Company.
- 8.2 When the work involves supply and installation of new equipment, the Company may require a separate contract for installation services. In addition, where equipment is added to a system, then the Company reserve the right to review its maintenance charges.

9. FEES, EXPENSES & PAYMENT

- 9.1 The Client shall pay the Company the Company's Costs for routine maintenance in accordance with the payment terms noted in the Service & Maintenance Agreement. For any payments not referred to in the Service & Maintenance Agreement, the Company shall submit an invoice to the Client for Services carried out and for materials and equipment purchased and each invoice must be paid within 30 days of the invoice date.
- 9.2 Any query concerning an invoice must be raised within seven days of the date of issue and the Company will respond promptly. The Client is not entitled to withhold any payment without the Company's prior written consent.
- 9.3 If any payment is not made on the due date, the Company is entitled to claim interest at the rate calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, but this entitlement does not affect the other rights of the Company under these Terms and Conditions.
- 9.4 The Company is also entitled to suspend performance of any Services if payment is not made by the due date and the Company will give 14 days' notice in writing to the Client before suspending any of the Services. If full payment of the outstanding

amount is received by the Company before expiry of the notice period, the suspension notice will be cancelled.

- 9.5 Prices are quoted exclusive of VAT which will be added as appropriate and payable by the Client. The Company shall issue a valid VAT invoice or receipt for each such amount.
- 9.6 Costs for time on Site will be as noted in the Service & Maintenance Agreement.
- 9.7 The Costs will be subject to review annually unless as agreed otherwise in the Service & Maintenance Agreement.
- 9.8 Depending on the SLA contained within the Service & Maintenance Agreement all parts, equipment, materials and required plant hire may be charged in addition to the routine maintenance Costs. Client authorisation will be obtained for supply of any additional items unless expressly agreed otherwise within the Service & Maintenance Agreement.
- 9.9 At no additional cost to the Company, the Company may use The Clients undesignated vehicle parking spaces, on an unreserved and unassigned basis, on those portions of the Areas designated by The Client for such parking. The Client shall exercise reasonable efforts to ensure that such spaces are available to The Company for its use. Where parking spaces are not available, parking fees may be charged in addition to the routine maintenance Costs.
- 9.10 Equipment delivered from van stock at time of service will not incur a delivery charge. All other supplied equipment whether from central stores, non-standard parts or non-stock items which require ordering will incur delivery charges which will be chargeable in addition to the Costs.
- 9.11 All Services include for the potential of an abortive visit charge. These charges will apply where access is denied at the time of attendance or cancellation is advised with less than 24 hours' notice. In either of these events an abortive charge will be made. The value of the abortive charge will be equal to the revenue of the aborted works. In the event of cancellation being advised with less than 48hours' notice and abortive charge will be made equal to 50% of the revenue of the aborted works.
- 9.12 The Company can accept payment by direct debit. The Client will need to complete a direct debit mandate.
- 9.13 The Client can pay for the whole year in advance, in which case if the Client pays by direct debit its payment will be paid on the first day of the Service & Maintenance Agreement. The Client can also make monthly or quarterly payments by direct debit, in which case its costs will be increased by 3 % to cover additional administrative costs.

- 9.14 If the Client pays by direct debit the Company will provide the Client with a confirmation setting out the payment amounts and due dates by which these payments will be made by the Client.
- 9.15 The bank account from which the direct debit payments are to be taken must be in the name of the Client.
- 9.16 In the event of two failed attempts to collect any direct debit payment the Company will cancel the direct debit mandate and the Client will be required to make payment by another method.
- 9.17 If the Client cancels its direct debit it must promptly inform the Company so the Company can arrange an alternative payment method.

10. VARIATIONS & EXCLUSIONS

- 10.1 If the Client wishes to omit or vary any of the Services they must inform the Company in writing who shall, as soon as practicable, notify the Client of the estimated cost of the variation and the likely effect on the terms of the Service & Maintenance Agreement and these Terms and Conditions. The Company may also propose a change to the Services in which case it will provide an estimate for the Client.
- 10.2 The Company will not be obliged to vary any of the Services until the variation has been agreed in writing.
- 10.3 The Client may request the Company to provide Services in respect of the matters covered by Clause 6.10 and if the Company agrees, it will be entitled to charge on a time and materials basis in accordance with its standard rates applying the same procedure as for a variation.

11. PROPERTY, RISK & INSURANCE

- 11.1 The risk of loss or damage to the Client's property and equipment at the Site, except when caused by wilful default of the Company, rests with the Client who should insure the risks at its expense.
- 11.2 All risks relating to existing equipment, to which any of the Company supplied Equipment or Services are connected, rests with the Client. The Company shall have no liability to the Client for any loss or damage arising out of those matters. In the course of providing the Services, the Company shall take reasonable steps to protect the furniture and fittings.

12. INSURANCE

12.1 Unless otherwise agreed, the Client is responsible for insuring its property and equipment to their full value at the Site where the Services are to be performed.

12.2 The Company holds and maintains the following insurance policy limits:

- Public Liability Insurance: £10,000,000
- Employer's Liability Insurance: £10,000,000
- Professional Indemnity Insurance: £10,000,000
- Fidelity Insurance £10,000,000

12.3 Each party shall provide the other upon request during the term of the Service & Maintenance Agreement evidence that the insurances for which it is responsible are in place.

13. LIMIT OF LIABILITY

13.1 Any Services which are not performed in accordance with the requirements of the Service & Maintenance Agreement and these Terms and Conditions shall, upon request, promptly be re-performed by the Company free of charge, unless the non-performance was due to circumstances beyond the Company's control or forced upon the Company by the Client.

13.2 Except as stated in clause 13.1, the Company shall have no liability to the Client, in contract or in tort, for any other direct, indirect, consequential or economic loss incurred by the Client, including, but not limited to, loss of use, loss of business or loss of profit. Moreover, the aggregate liability of the Company under the Service & Maintenance Agreement and/or these Terms and Conditions shall not exceed the total Costs (excluding VAT) paid by the Client for the Services from which the claim arises before the date on which the liability occurs.

13.3 All terms, conditions and warranties implied by law, trade use or otherwise (including but not limited to any warranties as to quality or fitness for purpose) are excluded to the extent permitted by law. The Client acknowledges that the only warranties are those given expressly by the Company in these Terms and Conditions and the Service & Maintenance Agreement. The Company shall, where possible, assign the benefit of any manufacturer's warranty to the Client.

14. CONFIDENTIALITY AND DATA PROTECTION

14.1 Each party undertakes that it shall not at any time during the term of the Service & Maintenance Agreement, and for a period of one year after termination of the Service & Maintenance Agreement and these Terms and Conditions, disclose to any person any confidential information concerning the business, affairs,

customers, clients or suppliers of the other party, except as permitted by clause 14.2.

- 14.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Service & Maintenance Agreement and these Terms and Conditions. Each party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause 14.2; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Service & Maintenance Agreement and these Terms and Conditions.
- 14.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause, 14 Applicable Laws means (for so long as and to the extent that they apply to the Company) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 14.5 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller, and the Company is the Processor.
- 14.6 The Company carries out the following Processing for the Client:
- (a) Scope – In relation to CCTV and Access Control the Company will access hardware or software as part of performing the Services.
 - (b) Nature – accessing the CCTV and Access Control to carry out routine maintenance on the systems.
 - (c) Purpose of processing – to provide the Services to the Client.
 - (d) Duration of the processing – whilst the Services are being carried out and during any on-going maintenance periods.
 - (e) Types of Personal Data – CCTV images and Genetic and Biometric (potentially used in Access Control systems); and
 - (f) Categories of Data Subject – the Client and any third parties captured on CCTV images and any Genetic and Biometric information in Access Control systems.
- 14.7 Without prejudice to the generality of clause, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of

the Personal Data to the Company and/or lawful collection of the Personal Data by the Company on behalf of the Client for the duration and purposes of these Terms and Conditions.

14.8 Without prejudice to the generality of clause 14, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under these Terms and Conditions:

- (a) process that Personal Data only on the documented written instructions of the Client unless the Company is required by Applicable Laws to otherwise process that Personal Data. Where the Company is relying on Applicable Laws as the basis for processing Personal Data, the Company shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Client;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - the Client or the Company has provided appropriate safeguards in relation to the transfer.
 - the data subject has enforceable rights and effective legal remedies.
 - the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - the Company complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data.

- (e) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Client without undue delay on becoming aware of a Personal Data Breach.
- (g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 14 .

14.9 The Client does consent to the Company appointing any third-party processor of Personal Data under these Terms and Conditions. The Company confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 14 and in either case which the Company confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Client and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 14.

14.10 Either party may, at any time on not less than 30 days' notice, revise this clause 14 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these Terms and Conditions).

15. TERM AND TERMINATION

15.1 The Client appoints the Company to provide the Services in accordance with the Service and Maintenance Agreement for a period of stated therein ("Initial Term"). On the expiry of the Initial Term this Services and Maintenance Agreement will renew for a further agreed period ("Renewed Term") unless either party serves no less than three months' notice to terminate this Service and Maintenance Agreement after the expiry of the Initial Term.

15.2 The Company may give notice to terminate the Service & Maintenance Agreement if the Client fails to make any payment to the Company within 28 days of the payment date or commits any other material breach of the Service & Maintenance Agreement and/or these Terms and Conditions.

15.3 The Client may give notice to terminate the Service & Maintenance Agreement if the Company commits a material breach and, in the case of a breach capable of

remedy, fails to take steps to remedy the breach within 28 days of being requested to do so in writing.

- 15.4 Either party may terminate the Service & Maintenance Agreement if the other party becomes insolvent or has a receiver, manager, administrative receiver, or liquidator appointed.
- 15.5 Upon termination the Client shall pay for all amounts properly due up to the termination date and pay any amounts still owing for any materials or equipment ordered by the Company. If the Company terminates under clause 15.1 or 15.3, the Client will also be liable to pay the Company for all demobilisation costs reasonably incurred by the Company plus a reasonable sum to compensate the Company for its loss of profit on the Service & Maintenance Agreement. The Company shall be given access to recover any of its equipment, plant, and materials at the Site.
- 15.6 Termination shall not affect the accrued rights and liabilities of the parties at the termination date.

16. INTELLECTUAL PROPERTY

All copyright and other intellectual property rights in designs and documents prepared by the Company shall remain the sole property of the Company. The Client shall have a licence to use them, but only for the purposes for which they were prepared. The Company shall have a similar licence in respect of drawings and documents issued to it by the Client.

17. FORCE MAJEURE

The Company shall not have any liability to the Client if prevented from performing the Services on account of force majeure which includes, but is not limited to, severe weather conditions, fire, flood (any water damage), epidemic, pandemic, quarantine, war, terrorism, lightning strikes, failure of power or other utilities, or difficulty in obtaining equipment, materials or labour. In any of these circumstances, the Company shall promptly notify the Client and has the right to suspend the Services for so long as the force majeure continues, or to terminate the Service & Maintenance Agreement by notice to the Client if force majeure continues for more than 30 days.

18. LAW AND DISPUTES

- 18.1 These Terms and Conditions and the Services & Maintenance Agreement are governed by the laws of England and Wales.
- 18.2 The parties will endeavour to settle any dispute or difference amicably by direct negotiation.

- 18.3 If they are unable to settle the dispute, it may be referred by either party to adjudication in accordance with the CEDR (Centre for Effective Dispute Resolution) or other company nominated adjudicators and/or adjudication Rules. The decision of the adjudicator shall be final and binding on the parties unless a notice of dissatisfaction is served by either party on the other within 28 days of the decision.
- 18.4 Any dispute that is not resolved by negotiation or adjudication shall be finally settled by the courts of England and Wales.

19. GENERAL

- 19.1 **Notices.** Every notice shall be in writing and delivered by hand or sent by first class post to the address of the recipient.
- 19.2 **Assignment.** Neither party shall assign any of its rights or obligations under these Terms and Conditions and/or the Services & Maintenance Agreement without the prior written consent of the other.
- 19.3 **Subcontracting.** The Company shall be entitled to sublet any part or all of the Services subject to agreement with the Client. Subcontracting shall not relieve the Company of his obligations under the Service & Maintenance Agreement.
- 19.4 **Entire Agreement.** The Service & Maintenance Agreement and these Terms and Conditions are the only agreement between the parties and relating to its subject matter supersedes any previous arrangements, agreements or understandings relating to the Services.
- 19.5 **Amendment.** Any amendment to these Terms and Conditions and the Service & Maintenance Agreement shall only be effective if in writing and signed by an authorised signatory of the Client and the Company.
- 19.6 **No Reliance on Warranties.** The Client acknowledges that they have not relied on and shall have no remedy in respect of any statement, representation, warranty, or undertaking of any person (whether a party to this agreement or not) other than is expressly set out in these Terms and Conditions and the Service & Maintenance Agreement.
- 19.7 **Severance.** If any provision of these Terms and Conditions and the Service & Maintenance Agreement becomes illegal or unenforceable, this shall not affect the legality or enforceability of any other provision of these Terms and Conditions and the Service & Maintenance Agreement. In that situation the parties shall, where possible, use reasonable endeavours to agree an alternative provision which is legally enforceable.
- 19.8 **Waiver.** The waiver by either party of a breach by the other in the performance of its obligations under these Terms and Conditions and the Service & Maintenance



Agreement shall not constitute a waiver of any default, nor shall failure to complain of any default constitute a waiver of that default by the other party.

- 19.9 **Third Party Rights.** Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions and the Service & Maintenance Agreement.