

## SUPPLY, INSTALLATION AND MAINTENANCE

Standard Terms and Conditions

The Customer's attention is drawn to the provisions of Condition 18.4

### 1. Interpretation

1.1 The definitions and roles of interpretation in this Condition apply in these Conditions.

"Basic Service" means the inspection, repair and maintenance service to be provided pursuant to Condition 10

"Commissioning Charge" means the price to be paid by the Customer for the supply and installation of the System;

"Commissioning Date" means the date on which the System (or any part thereof) first becomes operable on audible alarms [notwithstanding that there may be a delay in connecting, signalling or other equipment?];

"Company" means CityFire & Electrical Services Ltd a company incorporated in England and Wales the registered office of which is: Unit 5 Aston Cross Business Park, Birmingham, B6 5RQ. and the company registration number of which is 5667526, and where the context so permits its employees, representatives, agents and sub-contractors;

"Contract" means any contract between the Company and the Customer for the sale and purchase of the System, its installation, and the supply of inspection, repair and maintenance services, incorporating these Conditions;

"Customer" means the person, firm or company who purchases the System from the Company;

"Emergency Call-Out" means any unscheduled attendance by the Company at the Premises at the request of the Customer, Fire Service, Police or other authority;

"Emergency Call-Out Service" means unscheduled attendance by the Company at the Premises at the request of the Customer, Fire Service, Police or other authority;

"Existing Systems" means any system or part of a system already installed at the Premises including (but not limited to) controls, audible devices, signalling equipment, relays, detectors, power supplies, wiring and circuits;

"Installation Date" means the date quoted by the Company for installation of the System by the Company or such other date pursuant to Condition 6.1;

"Normal Working Hours" means between the hours of 9.00am to 5.00pm, Monday to Friday, excluding Bank or Public Holidays.

"Premises" means the address for the supply and installation of the System;

"Purchase Order" means the written order (on the Company's standard form) from the Customer offering to purchase the System from the Company;

"Service" means the Basic Service and the Emergency Call-Out Service;

"Service Charge" means a financial charge for basic service/emergency call-outs or any other work carried out on customer premises.

"Specification" means the specification of the System provided pursuant to Condition 5.1;

"System" - means all or any part of the Company's systems, products, services or goods; including but not limited to a, fire alarm, sprinkler system, portable fire extinguishers, Dry/Wet Risers, closed circuit television, access control system, including all controls, audible devices, signalling equipment, relays, detectors, power supplies, wiring, and circuits;

1.2 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings are for convenience only and do not affect the interpretation of these Conditions.

### 2. Application of Terms

2.1 Subject to any variation under Condition 2.3, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 Any variation to these Conditions and any representations about the System shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Customer acknowledges that it has not relied on any statement, Promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 Any quotation shall be valid for a period of sixty days only from its date, provided that the Company has not previously withdrawn it in writing. All quotations are based on the Company's current costs information at that date

2.5 Any quotation given by the Company for the supply of the System is given on the basis that no Contract shall come into existence until the Company has received a Purchase Order from the Customer (which shall be deemed to be an offer by the Customer to purchase the System subject to the Conditions) and the Company has accepted the Purchase Order by way of written acknowledgement to the Customer or (if earlier) the supply and installation of the System.

2.6 No Purchase Order which has been accepted by the Company in accordance with Condition 2.5 shall be cancelled by the Customer except with the agreement in writing of a director of the Company and on the terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Company as a result of cancellation.

### 3. Duration

3.1 The Contract shall come into force on the date of acceptance by the Company of the Customer's Purchase Order pursuant to Condition 2.5.

3.2 Subject to Condition 4, the Contract shall continue in force for an initial period of two years from the Commissioning Date and thereafter until terminated by either party giving to the other at any time not less than 3 months prior written notice of termination expiring at the end of the initial period or on any subsequent anniversary of the Commissioning Date.

### 4. Termination

4.1 The Company reserves the right to terminate the Contract:

4.1.1 In the circumstances and to the extent referred to in Condition 4.2; 4.1.2 if any sum payable under the Contract is not paid on the due date.

4.2 Either party may terminate the Contract by written notice to the other if:

- 4.2.1 the other commits any continuing and material breach of any of these Conditions and/or the Contract and, in the case of such a breach which is capable of remedy, fails to remedy the same within thirty days of receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 4.2.2 Any encumbrance takes possession or a receiver is appointed over any of the property or assets of the other;
- 4.2.3 The other makes any voluntary arrangement with its creditor or becomes subject to an administrative order;
- 4.2.4 The other goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to abide the obligations imposed on the other under this Agreement); or
- 4.2.5 The other ceases, or threatens to cease, to carry on business.
- 4.3 For the purposes of Condition 4.2, a breach shall be considered capable of remedy if the party in breach can comply with the Condition and/or the Contract in all respects other than as to the time of performance (provided that time shall not be of the essence).
- 4.4 A waiver by either party of a breach of these Conditions and/or the Contract shall not be considered as a waiver of any subsequent breach of the same or any other Condition.
- 4.5 The right to terminate the Contract under this Condition 4 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 4.6 On the termination of the Contract for any reason, subject as otherwise provided in these Conditions and to any other rights or obligations which have occurred prior to termination, neither party shall have any further obligation to the other under the Contract.
- 4.7 Following termination of the Contract, the Customer shall be responsible for the safekeeping of the Digital Communication and the Customer shall allow the Company access to the Premises during Normal Working Hours (following receipt of not less than twenty-four hours written notice from the Company) for the purposes of removing the Digital Communication.
- 4.8 The Company reserves the right to charge an administration fee to cover the cost of terminating a contract and passing over information /data to a third party.
- 4.8.1 At the end of the five year term or at any time thereafter by either party giving no less than three months notice in writing to be sent by recorded delivery.
- 4.8.2 At any time where the customer permits any person to repair or replace or otherwise interfere with the system or any part thereof.
- 4.8.3 If the Customer fails to follow any recommendation or quotation the Company makes for repairing faulty or old parts of the system, or for repairs to the Customer's premises which the Company considers necessary for the system to work properly, or to prevent unnecessary damage to the system;

## 5. Specification

- 5.1 The specification of the System shall be as set out in either the Company's quotation, the Customer's Purchase Order the Company's acknowledgement pursuant to Condition 2.5 (which over is the latter).
- 5.2 Notwithstanding Condition 5.1, the Company reserves the right at any time (either prior to or during installation, or as part of the Basic Service) to substitute alternative parts, equipment and/or materials to the System, provided that the same shall comply with the appropriate British Standards.

## 6. Installation

- 6.1 The Company shall use its reasonable endeavours to install the System by the Installation Date. However the Installation Date is intended to be an estimate and time for installation shall not be made of the essence by notice. If no installation date is quoted, installation shall be within a reasonable time.
- 6.2 Subject to these Condition is and/or the Contract, the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the installation of the System (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract.
- 6.3 The Customer shall allow the Company full and unrestricted access to the Premises during Normal Working Hours (provided that not less than twenty-four hours notice has been provided by the Company) prior to and on the Commissioning Date for the purposes of surveying, measuring and installing the System.
- 6.4 If for any reason the Customer is unable to provide access pursuant to Condition 6.3, the Company reserves the right to charge the Customer an additional fee for surveying, measuring and installing the System outside Normal Working Hours, and any such additional fee shall be based upon the Company's current costs information at that date.
- 6.5 Notwithstanding Condition 9, if for any reason the Customer fails to allow access to the Premises pursuant to Condition 6.3 and not less than twenty-four hours notice has been provided by the Company of the Installation Date:
- 6.5.1 Risk in the System shall pass to the Customer (including for loss or damage caused by the Company's negligence); and
- 6.5.2 The Company may store the System until installation, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 6.6 The Company shall not be liable for any damage caused to the Premises in installing the System, nor for the costs of re-instatement, repair or re-decorating to the Premises, or the re-laying of floor coverings.

## 7. Existing Systems

- 7.1 The Company will not be able to confirm that cables and wiring which have been installed within the fabric of the premise, or buried underground, conform to the relevant standards
- 7.2 The Customer will use its best efforts to obtain information to include all access codes about the system from its installer and previous maintainer, if the Company requests the Customer to do this.
- 7.3 Unless the Customer tell the Company otherwise, the Company assumes that the system, and the wiring and cabling associated with it, already comply with the relevant standards and are in full working order.
- 7.4 The design and layout of systems not installed by us; we will not be responsible for. If the system fails to provide the level of protection you require;
- 7.5 If requested by the Customer, the Company shall, if practicable (at the Company's discretion), attempt to incorporate an Existing System into the System, or provide service to an existing system.
- 7.6 The Company reserves the right to charge an additional fee to the Customer for incorporating an Existing System into any new installation or if
- 7.6.1 The Customer requests that the Company test any part of the Existing System prior to Incorporation;
- 7.6.2 The Company deems it necessary to test any part of the Existing System (whether prior to on or after incorporation into the System); or
- 7.6.3 The Company deems it necessary to repair replace any part of the Existing System prior to incorporation if that part of the Existing System is not in good working order, unsuitable for incorporation or non-operable.

## 8. Commissioning

8.1 Within fourteen days of receipt by the Company of the balance of the Installation Charge pursuant to Condition 16.1.2 and the Service Charge in accordance with Condition 15, the Company will issue:

- 8.1.1 A handover certificate and the operation codes to the System; and
- 8.1.2 Where appropriate, program into the System the operator security codes; and
- 8.1.3 Where appropriate, supply industry certificate.

8.2 Where an Existing System is incorporated into the System, the certificate will only apply to the System and not to the Existing System (or any part thereof).

### 9. Risk/Title

9.1 The System is at the risk of the Customer from the time of installation in accordance with Condition 6.

9.2 Ownership of the System shall not pass to the Customer (notwithstanding that the Company shall at all times retain full legal, equitable and beneficial ownership in the Digital Communication) until the Company has received, in accordance with Condition 15, all sums due to it in respect of the Commissioning Charge.

9.3 Until ownership of the System has passed to the Customer pursuant to Condition 9.2, the Customer shall maintain the System in a satisfactory condition and keep the System insured on the Company's behalf for its full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

9.4 The Company shall be entitled to recover payment for the System notwithstanding that ownership of the System has not passed from the Company.

9.5 The Customer grants the Company, its agents and employees, an irrevocable licence at any time to enter the Premises in order to recover the System if payment of the Commissioning Charge has not been made on its due date.

9.6 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this Condition 9 shall remain in effect.

## 10. Service

10.1 For the duration of the Contract (provided that the Customer has paid the Service Charge in full pursuant to Condition 15.2, the Company will provide the Customer with the Basic Service in relation to the System. The Basic Service shall be undertaken in accordance with British Standards, and BAFE codes of practice, where applicable.

10.2 The Company will provide the Service at such intervals as the Company may reasonably determine to be necessary in order to keep the System in good working order, which in any event shall be at least once in each year, commencing on the Commissioning Date, of a new system or date of this agreement if existing system/equipment for the duration of this Agreement.

10.3 As soon as practicable after the Service, the Company will supply an inspection report to the Customer regarding the System/equipment.

10.4 The Service shall be carried out by one of the Company's suitably qualified and duly authorised representatives attending at the Premises during Normal Working Hours. If no Asset Register is available the company deems it necessary to carry out a survey to gain this information and charge at the standard rate.

10.5 If the Company's representative discovers a defect or malfunction in any part of the System/equipment, the Company's representative will attempt to repair or replace that part of the System as necessary at the Premises during Normal Working Hours.

10.6 If the Company's representative is unable to repair or replace any defective or malfunctioning part of the System pursuant to Condition 10.5, the Company will seek to make sure arrangements with the Customer for a further visit to be made to the Premises during Normal Working Hours for the repair or replacement of the defective or malfunctioning part of the System/equipment.

10.7 Notwithstanding the generality of this Condition 10, the Company reserves the right to remove any part of the System and replace it with another part complying with British Standards, in which case the replacement part provided shall, for the purposes of the Contract, take the place of the part of the System so removed.

10.8 In the event of the System not being in good working order, the Customer must immediately give written notice (by fax and post) to the Company, which shall use its reasonable endeavours to repair the System in accordance with the timescales specified or if no timescale is specified, as soon as reasonably practicable.

10.9 If the Customer reports a defect or malfunction of any part of the System outside Normal Working Hours, the report shall be deemed to be made at the beginning of the next working day of the Company, and this Condition 10 shall take effect accordingly.

10.10 The Company reserves the right to charge the Customer for any visits made at any time other than the normal service visits referred to in Condition 10.2. Any such charge will be based on the Company's current costs information at that date.

10.11 The Customer shall allow the Company full and unrestricted access to the Premises during Normal Working Hours (provided that not less than twenty-four hours notice has been provided by the Company) for the duration of the Contract for the purposes of inspecting and servicing the System.

10.12 If for any reason the Customer is unable to provide access pursuant to Condition 10.11, the Company reserves the right to charge the Customer an additional fee for the inspection and servicing of the System outside of Normal Working Hours, and any such additional fee shall be based upon the Company's current costs information at that date.

10.13. Any abortive visits shall be charged at the standard call out rate.

10.14 The customer must also supply a reasonable level of lighting and scaffolding hoists or other suitable lifting equipment if required.

10.15 The customer must notify the Company in writing if the Customer wishes to keep any part of the system the Company replaces: otherwise we will immediately dispose of all replacement parts.

10.16 Any redundant equipment will be disposed of in accordance with current standards and charged for accordingly.

10.17 During the contract period the Company will provide a 24 hour call out service and will attend site in accordance with current guidelines.

10.18 The Company shall charge the customer for costs incurred as a result of an emergency call out. The charge will be based on the current rates for travel, labour and parts.

## 11. Spare Parts and Replacements

11.1 The Company shall use reasonable endeavours to supply spare parts and replacement components required to maintain the System in good working order. The charge for the spare parts and/or replacement components shall be based on the Company's current costs informational that date.

11.2 All spare parts and replacement components supplied by the Company shall become part of the System.

## 12. Emergency Call-Out Service

12.1 For the duration of the Contract (provided that the Customer has paid the Service Charge in full pursuant to Condition 15.2), the Company will provide the Customer with the Emergency Call-Out Service in relation to the System.

12.2 Subject to Condition 13, if the Customer requires the System to be reset by the Company, or, for whatever reason, attendance at the Premises by the Company is required following the activation of the System; the Customer shall be responsible for the Company's costs and expenses (including, but not limited to, the Company's call-out charge) based upon the Company's current costs information at that date.

12.3 Unrestricted access for Emergency Call-Outs is required on arrival of the Company at the Premises. The Customer agrees to pay the Company's costs and expenses as detailed in Condition 12.2 should unrestricted access to the Premises not be available.

## 13. Communication and Monitoring

13.1 Where Digital Communication is specified by the Customer, the System will run on audible alarm only for a minimum period of two weeks before connection is made to the Company's alarm receiving station.

13.2 When Digital Communication is connected, to comply with ACPO police policy and British and European Standards, the System in the event of activation shall be reset by the Company or by controlled reset through the Company's alarm receiving station.

13.3 The telecommunication charge may be charged to cover any increased cost to us of providing or changing the telecommunication services relating to the monitoring of the system. The telecommunication charge may also be changed to cover any increased cost imposed by the police, fire or other authority or by a telecommunication agency or any other organisation.

13.4 After the start date, there may be a delay while:

- a) The telecommunication links between the premises and the Alarm Receiving Centre are set up and activated; and
- b) The test period set by the police or another authority is completed to their satisfaction. During this period, our ability to respond to signals we receive from the system at the Alarm Receiving Centre will be limited.
- c) After the period referred to in condition 1.10, we will monitor the signals received from the system at the Alarm Receiving Centre
- d) If you do not have or keep the approval of the fire service police or other authorities under condition 2.1, we will only provide that part of the services which does not need this approval.

## 14. Customer's Obligations

14.1 The Customer shall not remove the System from the Premises and shall not allow any person other than the Company's representations to inspect, service, repair, replace or remove the System (or any part thereof).

14.2 The Customer shall provide a safe working environment removing any risk to the Company's personnel.

14.3. The Customer shall inform the Company of any change of key holders.

14.4 The Customer shall pay for any training required specific to the Customer's site.

14.5 The Customer shall keep CCTV lenses and monitor screens clean and free from dust and grime to enable to work satisfactorily.

14.6 Any interruptions or delays caused by the Customer, its staff, customers or others may result in additional charges.

14.7 The Company will not take responsibility for:-

14.7.1 The police, fire or other authority failing to act in accordance with emergency response.

14.7.2 A signal transmitted to the Alarm Receiving Centre not being received by the Company for reasons beyond our control;

14.7.3 Losses during the first 12 months from the start date arising as a result of that part of the system which has not yet been inspected.

14.8 The customer shall comply with all the requirements of the Regulatory Reform Order 2005.

## 15. Price

15.1 Subject to Condition 15.3, the Commissioning Charge and Service Charge for the System shall be the price set out in the Company's quotation or acknowledgement pursuant to Condition 2.5 (whichever is the latter). The Commissioning Charge and Service Charge for the System shall be exclusive of any value added tax.

15.2 The Commissioning Charge is based on the supply and installation being done one start through to completion basis, with no interruptions. Where the installation is done in conjunction with a building, rebuilding or other refurbishment programme then the number of visit to the Premises required to complete the installation may increase. The Company reserves the right upon giving written notice to the Customer to charge an additional fee in these circumstances, which shall be based on the Company's current costs information at that date.

15.3 If the System is not installed within thirty days of the Company's acknowledgement pursuant to Condition 2.5, the Company reserves the right upon giving written notice to the Customer to increase the Commissioning Charge (notwithstanding that the delay maybe due to the Company).

15.4 Any additional costs arising from any alteration to the specification of the System (whether or not at the request of the Customer) and/or the supply and installation of any optional equipment requested by the Customer shall be based on the Company's current costs information at that date.

15.5 The Company reserves the right, by giving written notice to the Customer at any time prior to installation to increase the Commissioning Charge for any delay caused by the instructions of the Customer or failure by the Buyer to give the Company adequate information or instructions.

15.6 The Commissioning Charge covers the supply and installation of the System exclusively. Unless otherwise stated in the Contract, the removal, making good and disposal of any Existing System (or other) is excluded from the Commissioning Charge.

## 16. Payment

16.1 In consideration of the supply and installation of the System, the Customer shall pay to the Company:

16.1.1 A deposit of 30% of the quotation within 7 days of giving a Purchase Order to the Company; and

16.1.2 The remaining 70% of the quotation in full within 7 days of the Commissioning Date notwithstanding that there may be a delay in the signalling equipment.

16.2 In consideration of the Company providing the Service, the Customer shall pay the Service Charge annually in advance, and on each subsequent anniversary for the duration of the Contract.

16.3 If any fee due under the Contract is not paid by the Customer within, for the Commissioning Charge, seven days of becoming due, or, for the Service Charge, twenty-eight days of becoming due then the Customer shall pay interest to the Company on the amount outstanding in accordance with the provisions of The Late Payment of Commercial Debts (Interest) Act 1998.

16.4 The Service Charge is based upon the Company's current costs information at the date of the Contract. The Company reserves the right to reasonably increase the Service Charge on each subsequent anniversary on the contract.

16.5 Payment can be made by cheque, credit card, BACS or direct debit.

16.6 We do not accept post dated cheques.

16.7 Time for payment of the Commissioning Charge and the Service Charge shall be of the essence of the Contract. No payment due to the Company under the Contract shall be deemed to have been received until the Company has received clear funds.

## 17. Quality

17.1 The Company warrants that (subject to the other provisions of these Conditions) upon delivery the System shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

17.2 The Company warrants to the Customer that the Service will be provided using reasonable care and skill, and as far as is reasonably possible, in accordance with Condition 10 and 12. Where the Company supplies as part of the System any goods supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Company.

17.3 Where:

17.3.1 A defect occurs in the System within 12 months of the Commissioning Date; and

17.3.2 The defect is notified to the Company in writing within 28 days of the defect arising; and

17.3.3 The Company (in its absolute discretion) certifies that the defect is not caused by an act or default of the Customer (including, but not limited to, excessive use, neglect, unauthorised interference, or misuse of the System); and

17.3.4 The Company (in its absolute discretion) certifies that the System is defective by way of faulty design, workmanship, or materials; The Company shall, at its option, repair or replace the defective part of the System free of charge. Excluding labour or any access equipment required.

17.4 The Company shall not be liable for a breach of the warranties in Conditions 17.1 and 17.2 if:

17.4.1 The defect arises because the Customer failed to follow the Company's oral or written instructions as to the use or maintenance of the System; or

17.4.2 The Customer alters or repairs the System without the written consent of the Company; or

17.4.3 If the Commissioning Charge and/or Service Charge has not been paid by the due date for payment.

17.5 If the Company complies with Condition 17.3 it shall have no further liability for a breach of the warranties in Condition 17.1 and 17.2 in respect of the System.

17.6 When a claim by the Customer relating to a purported breach of the warranties in Conditions 17.1 and 17.2 is unproven or does not comply with Condition 17.3, the Customer shall be responsible for all costs and expenses of the Company (including, but not limited to, the Company's call-out charge) based upon the Company's current costs information at that date.

17.7 The Company shall only carry out its obligations under this Condition 17 during Normal Working Hours.

## 18. Limitation of Liability

18.1 Subject to Condition 6 and Condition 17, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

18.1.1 Any breach of these Conditions;

18.1.2 Any use made by the Customer of the System; and

18.1.3 Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

18.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

18.3 Nothing in these conditions excludes or limits the liability of the Company: The Company's liability under clause 18 shall be limited to the amount necessary to make good such damage but in any event not exceed £5Million

18.3.1 For death or personal injury caused by the Company's negligence; or 18.3.2 under section 2(3), Consumer Protection Act 1987; or

18.3.3 For any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

18.3.4 For fraud or fraudulent misrepresentation.

18.4 Subject to Condition 18.2 and Condition 18.3: All costs relating to BT or any other telephone network will be the same responsibility of the customers.

18.4.1 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

18.4.2 The Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

18.5 Cityfire will not be liable for

18.5.1 Loss or damaged caused through failure of 3rd Party Telecommunication links 18.5.2 Theft of any system equipment

18.5.3 Any manned security in the event of system failure

18.6 It is the customer's responsibility to comply with CCTV Data Protection Act.

## 19. Assignment

19.1 The Company may assign the Contract or any part of it to any person, firm or company.

19.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

## 20. Force Majeure

20.1 If the Company is prevented from or delayed in the carrying on of its obligations under the Contract due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, Flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), default of sub-contractor, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, then the Company's obligations under the Contract shall be suspended for as long as the circumstances continue and the Company shall not be responsible for any loss caused to the Customer.



**'Protecting Life & Property'**

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## **21. General**

21.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

21.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, void ability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

21.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

21.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

21.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

21.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

## **22. Communications**

22.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by recorded delivery.

22.1.1 (In the case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or

22.1.2 (In the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such -other address as shall be notified to the Company by the Customer.

22.2 Communications shall be deemed to have been received:

22.2.1 If sent by recorded delivery, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

22.2.2 If delivered by hand, on the day of delivery

23. Information.

23.1 The Company reserves the right to charge for any duplicate information provided (including, but not limited to, operation manuals) with such charges being based on the Company's current costs information of that date.