

## COMMERCIAL AGREEMENT FOR SUPPLY OF GOODS AND SERVICES

### Terms and Conditions

These Terms and Conditions shall form the basis of the contract between Eagle Security Solutions Ltd whose registered address is 162 Trafalgar Road, London, SE10 9TZ and the Buyer in relation to the sale of Goods and/or Services for business premises, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

You should read these terms and conditions carefully before you enter into a contract with us for us to supply and install a security system in your business premises and/or provide a monitoring and maintenance service for you.

You must continue with this agreement for the fixed period of 12 months from the start date unless otherwise stated in writing by us.

### 1. Definitions

**"Seller/Supplier/Installer/We/Us/Our"** means Eagle Security Solutions Ltd, a company registered in England under number 4395406, whose registered address is 162 Trafalgar Road, London, SE10 9TZ

**"Buyer/Customer/You"** means the person, partnership or company who places an order or buys or agrees to buy the Goods/and or Services from the supplier.

**"Conditions"** means the terms and conditions of sale and installation of security equipment as set out in this document and any special terms and conditions agreed in writing by the supplier.

**"Security System/System"** means electronic security equipment or devices such as intruder alarm, fire alarm, CCTV system and access control/door entry system, being goods the buyer agrees to buy.

**"Goods"** has the same meaning as "security system" or "system" above, being the items which the Buyer agrees to buy from the Seller as set out in the Order.

**"Services"** means the services supplied by the Seller to the Buyer as set out in the Order. These include but not limited to installation, repair and maintenance and monitoring services.

**"Specification"** means the document setting out details of the security system which the buyer has ordered or agrees to buy.

**"Price"** the price for the Goods or security system including installation, excluding VAT and any monitoring and maintenance costs as applicable.

**"Start Date"** For new system, this is the date our engineer completes the installation of the system. For existing system, this is the date our engineer completes the inspection and testing of the system.

**"Alarm Receiving Centre/ARC"** means the place to which signals from the system are transmitted and are monitored.

**"Keyholder"** means a person or third party you have chosen to hold the keys to your premises and has agreed to accept calls in relation to your system from the ARC and attends the premises if so required.

**“Normal Working Hours/Office Hours”** means 9 am to 5 pm, Monday to Friday

**“Force Majeure Event”** has the meaning set out in clause 13.

**“Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.

**“Order”** means the Buyer's order for the supply of Goods and/or Services, as set out [the Buyer's purchase order OR the Buyer's written acceptance of the Seller's quotation OR the Buyer's acceptance of the Seller's quotation by payment of sum of money as deposit, as the case may be].

## 2. What we will do

2.1 We will supply and install the security equipment or system as specified in this Agreement to the required British/European Standards and in accordance with NSI codes of practice.

2.2 We will endeavour to install the security equipment or system ordered by you within 45 days of the Order being accepted by us or as otherwise agreed with you in writing. However we will not be liable for any delay in installation caused by you or for any reasons beyond our reasonable control.

2.3. We will provide 24 hour response to an emergency call out, or to the fact that an engineer should, under normal circumstances, attend within 4 hours.

2.4 If we install and maintain your security system under this agreement, we will carry out routine inspection visits to the system during normal working hours in accordance with your chosen service plan. We may carry out a remote maintenance of your system in the course of the year if it is connected for remote monitoring by us and you agree for us to do so. We will repair the system during normal working hours when you ask us to do so. We will not charge you for the repair if it is covered by our warranty in condition 6 or if it is covered by the service level you have chosen. You must pay us for all other work and visits.

2.5 If we maintain your security equipment installed by others, we will, prior to the commencement of this agreement carry out a status check on your system at the agreed service charge and report any defects and cost of repair to you. This maintenance agreement shall only come into force after the reported repair work has been carried out on your system. You must pay us the agreed service charge notwithstanding the maintenance agreement coming into force or not.

2.6 If you choose to have your security system monitored by our Alarm Receiving Centre (ARC), upon receipt of signals from your security system our ARC will notify the nominated key holders and also notify the police, fire service or other authorities subject to your having the approval or permission of these authorities in place. Our ARC will monitor your security system for keyholder response only if you have chosen the service level or if you do not have and keep the approval of the police, fire service or other Authorities under condition 3.8

### 3. What you must do

3.1 You must allow us access to your premises to install and maintain the security system and to disconnect the system after this agreement has ended. You must allow us access to your premises to remove the system after this agreement has ended due to your failure to make full payment for the security system. You shall move any materials and objects obstructing access to install and maintain the system or any part of it.

3.2 You must provide information about you, your premises, your keyholders and any other relevant information so that we can provide the services. You must inform us in writing of any changes to this information. If you choose to have your security system monitored by our ARC for police response, you must provide a minimum of two keyholders who live within twenty minutes travelling distance of your protected property. You must notify your keyholders that we will contact them and may need to write to them.

3.3 You must provide and maintain a dedicated 240 volt AC un-switched power supply to the security system. The power supply must be installed by an approved electrician to relevant regulations and must be safe.

You must provide and maintain an active telephone line with outgoing call feature which is suitable for and compatible with your security system or a SIM with data feature or a broadband located at your premises in order for us to connect your security system to communicate with and be monitored by our ARC or for the purpose of self-monitoring via internet and/or Smartphone.

3.4 You must use your best efforts to ensure that your premises and any equipment you provide, including power supply source are safe and without risk for our employees and contractors to carry out our duties under this agreement. You must also tell us the location of any concealed pipes and wires which may affect the system and the services and about any known risks and any hazardous materials at your premises.

3.5 You must operate the system in accordance with the requirements of the specification and operating manual and any other instructions we issue to you from time to time. You will be responsible for the cost of any repair work on the system and compensate us against all liabilities, claims, losses or expenses we suffer because you or others have failed to use the system according to the specification or operating instructions or as a result of the connection of the system to any equipment or device not supplied by us.

3.6 You must notify us at once of any defect or faulty in the system; if anyone tampers with the system; if any part of the system is damaged or removed; or if the system has been subjected to any unusual or environmental conditions.

3.7 You must pay your telephone, broadband, electricity and other utilities bills which the system requires to function properly and so that the services are not affected.

3.8 You may need the approval or permission from the fire service, police or other authorities to allow us to provide the services. You must make any necessary agreement with these authorities; provide any information they need; pay for the relevant approval or permission; maintain their approval or permission at all times and inform us in writing as soon you find out if any approval or permission is amended, suspended or terminated.

#### 4. What you must not do

4.1 You must not permit anyone (including the Customer) other than the Installer to tamper, adjust or reset or interfere with the installation or any part thereof. In the event of a breach of this provision, the Installer shall be entitled to terminate the Maintenance Contract forthwith upon its discovery.

4.2 You must not transfer or assign any of your rights or obligations under this agreement.

#### 5. The purpose of the security system

5.1 The system is designed to reduce the risks of loss or damage to your premises so far as this can be done by the use of this type of equipment. However we do not guarantee that the system cannot be removed, tampered with or made to stop working by you or any unauthorised person. If this happens, we are not responsible for any losses you may suffer directly or indirectly.

5.2 We do not guarantee that: a) particular losses or injuries will be prevented by using the system; or b) that the system will work continuously and without errors, in particular where interruptions or errors are due to something beyond our reasonable control.

5.3 The system, like all mechanical and electronic devices, can develop faults.

5.4 We do not know the value of your premises or its contents and the purpose of this agreement is not to act as insurer of your premises or your contents.

#### 6. Warranties

6.1 We guarantee all new equipment installed by us for a period of [12] months from the date of installation. During the Warranty period, the Goods and/or Services shall:

- a) Conform to their description;
- b) Be of satisfactory quality with the meaning of the Sale of Goods Act 1979;
- c) Be fit for any purpose held out by us; and
- d) Be carried out in accordance with the Supply of Goods and Services Act 1982.

We will repair faults in the system at our own expense and in accordance with your service plan. This guarantee does not apply to matters stated in conditions 6.2 and 6.3

6.2 The guarantee in condition 6.1 does not apply to:

- a) Equipment installed by us at your premises prior to you signing this agreement
- b) System or system components or equipment whether new or old installed at your premises by a third party.

6.3 The guarantee does not apply to faults caused by the following:

- a) Incorrect adjustments or positioning by you or others of electrical equipment or devices.
- b) Consumable items of all kinds failing. Consumable items are items with a finite life such as batteries, lamps or bulbs, communication chips, video recording heads and monitor tubes.

- c) Work carried out by the police, fire or other authorities or by telecommunication agency or other party.
- d) Damage resulting from misuse or negligence by you or others, fire, electric storm, dampness, flood or any kind of natural disaster.
- e) Failure of telephone line, mobile or internet connection or mobile phone App or Cloud services, which are provided by third parties or security equipment manufacturers.
- f) The circumstances referred to in conditions 9.4

## 7. Our Liability to you

7.1 We accept responsibility for death or personal injury caused by our failure to take reasonable care or to use reasonable skill. For all other liability, the most we will pay for loss of any kind shall be limited to the amount specified in our business insurance schedule covering installation of alarm systems, CCTV and access control, a copy of which can be seen on request.

7.2 Apart from the responsibility accepted by us under condition 7.1 for death and personal injury, in all other situations we do not accept responsibility for any indirect loss which depends on us having special knowledge of your affairs which we would not normally know, even if the loss is due to our fault.

7.3 **Limitation of Liability** - Your attention is particularly drawn to this clause.

We are not responsible for the following:

- a) Loss due to the acts or neglect of any other person including you, the telephone or internet service provider, police, fire service or other authority or individual. None of these is our agent for any purpose.
- b) Delays, interruptions or suspensions in providing the services, which are due to any other person including you, thing or event which we could not reasonably be expected to prevent.
- c) Loss or damage due to the fact that equipment or cabling not supplied by us is connected to or installed near to the system.
- d) Damage unavoidably caused to decorations, fittings and the like at the premises as a result of us providing the installation and maintenance services.
- e) Losses due to you failing to follow our recommendations in condition 8, or given at any time for additional equipment, repairs or any other work required to the system.
- f) Losses resulting from:
  - (i) the police, fire or other authority failing to act in accordance with emergency response;
  - (ii) a signal transmitted to the Alarm Receiving Centre not being received by us for reasons beyond our control; or
  - (iii) the failure of any cables or wiring installed within the fabric of the premises or buried underground prior to the start date;
  - (iv) the activation of a circuit breaker which affects the power supply to any part of the system; or
  - (v) any other cause beyond our reasonable control and not caused by our lack of reasonable care.

7.4 Nothing in these Conditions shall limit or exclude our liability for:

- a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- e) defective products under the Consumer Protection Act 1987.

Subject to clause 7.4:

- f) We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- g) Our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount specified in our business insurance schedule covering installation of alarm systems, CCTV and access control, a copy of which can be seen on request.
- h) After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- i) This clause 7 shall survive termination of the Contract.

7.5 Our responsibility stops if the agreement is brought to an end or the services are suspended under condition 12

## 8. Our recommendations to you

8.1 In view of the purpose of the system in condition 5, the limits of the guarantee in condition 6 and the limits of our liability to you in condition 7, we strongly recommend that you should take out separate insurance to cover your premises and the persons at and the contents of your premises.

8.2 We recommend that you consult with your telephone line provider before you connect any other equipment to the same line which the system connects to and that you use an enhanced dual-path signalling system such as Redcare or Dualcom, which is designed to detect line faults, line cuts or tampering with a telephone line and uses GSM/GPRS or IP in addition to PSTN.

8.3 If you provide your own SIM for self-monitoring purposes, we recommend you use a SIM on a fixed tariff contract as opposed to PAYG which may fail due to insufficient or lack of credit.

## 9. What it will cost you

9.1 You must pay the equipment and installation charges exclusive of VAT, as agreed with us when you placed the order or accepted our quotation. Our charges do not include any provision for mobile phone APP or Cloud services by third parties and/or security system manufacturers.

9.2 If you ask us to provide monitoring and/or maintenance service, you must pay the service charge exclusive of VAT at the current rate, each month, quarterly or annually in advance.

9.3 You are also responsible to pay for the following extra charges which may occur during this agreement:

a) Installation and rental charges for connection facilities between the system and the Alarm Receiving Centre

b) Taxes, fees, charges or false alarm assessments set by the police, fire or other authority due to the installation or operation of the system.

c) The cost of adding additional equipment or service to the system at your request after the start date.

9.4 You must also pay us call out and extra charges at our rates for labour and materials current at the time where the following apply:

a) Faults are caused by you or any other person, thing or event which we could not reasonably be expected to prevent.

b) The specification or service level says there will be a charge.

c) You ask us to change the system or we need to change it because of alterations in your premises.

d) You have asked us to visit your premises outside normal working hours for reasons due to any of the circumstances in condition 9.4

e) You break one of the conditions of this agreement.

f) You, your keyholder or staff or someone else, equipment or devices which we have not installed have caused a false alarm or a failure of the system.

g) There is a problem on the telephone line, mobile or broadband connection as applicable.

h) The activation of a circuit breaker affects power supply to any part of the system

l) Rodents, other animals or insects cause damage to or activation of the system.

J) Adverse weather conditions cause damage to or activation of the system.

k) You have reported a fault on the system and asked us to visit your premises only for our engineer to discover there is no fault but the system requires a manager or user reset which you had failed to carry out.

9.5 Unless we agree to do so, the charges do not include any work involving carpet laying, concealing cables, redecorating, plastering, building or carpentry work.

9.6 If this agreement is brought to an end by either you or us, you will owe us the charges and any other money due to us but not paid at the end of the agreement.

9.7 If you have already paid us more than the amount due to us at the end of the agreement, we will refund any overpayment to you.

## 10. Payment and Interest

10.1 You must pay the equipment and installation charges by cheque, credit card or bank transfer in the form of fifty percent initial payment when you placed the order and before work commences; and full payment when the installation is complete.

10.2 You must pay the service and telecommunication charges monthly in advance by direct debit; quarterly or annually in advance by cheque, credit card or direct debit.

10.3 You must pay to us all other amounts due to us within 7 days of the date of our invoice or our request for payment.

10.4 We expect you to pay promptly. Payment of the price and VAT shall be due within [7] days of the date of our invoice. If payment to us is overdue, we will charge you interest. Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of [8%] per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.

If you refused to pay to us the money due to us including interest, after 14 days from the date of our invoice, we will transfer the payment collection to our debt recovery agency. We will charge you the additional cost of the debt collection service and any legal and court fees as may apply.

You shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by us.

10.5 We do not accept post-dated cheques.

## 11. Intellectual Property Rights

11.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by us, "the Seller".

11.2 You, "the Buyer" acknowledges that, in respect of any third party Intellectual Property Rights in the Services, your use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.

11.3 All our materials are the exclusive property of the Seller.

## 12. Ending the agreement

12.1 Unless the agreement ends under conditions 12.3 or 12.4, this agreement will last for the fixed period of 12 months from the start date and thereafter will continue on a quarterly roll-over unless it is terminated in accordance with the terms of this agreement.

12.2 You or we may end this agreement by giving at least 3 months' notice in writing to the other party to expire at the end of the fixed period or at any time afterwards.

12.3 You or we may end this agreement immediately if:

- a) The system or the Alarm Receiving Centre are destroyed or so badly damaged that we cannot reasonably continue to provide the services;
- b) We cannot arrange or keep the telecommunications facilities needed to transmit signals between your premises and the Alarm Receiving Centre.

12.4 We may end this agreement if any of the following apply:



- a) You fail to make payment under condition 10.
- b) You commit any breach of this agreement which can be corrected by you, and you failed to correct the matters within 30 days of our telling you that you have broken the agreement and must put it right.
- c) If, being an individual, you die or become bankrupt or if a receiving order or administration order is made against you.
- d) If, being a partnership, the partnership is dissolved.
- e) If, being a company, an order is made or you pass a resolution for winding up or the company is dissolved.
- f) If any legal proceedings are taken against the system or your premises or any part of the premises.
- g) If for any reason which is or should be within your control, there is excessive number of false alarms.
- h) If you change your premises in such a way that we believe it is no longer practical for us to carry on providing our services.

12.5 If the agreement ends, we will stop providing our services; and we may disconnect the system to prevent signals being transmitted to the Alarm Receiving Centre. We may also take further action against you if you have broken this agreement.

### 13. Force Majeure

13.1 For the purposes of this Contract, Force Majeure Event means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.

13.2 We shall not be liable as a result of any delay or failure to perform our obligations under this Contract as a result of a Force Majeure Event.

13.3 If the Force Majeure Event prevents us from providing any of the Services and/or Goods for more than [13] weeks, we shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

### 14. General

14.1 We may hand over all our responsibilities under this agreement to another company or transfer any rights under it. We may also employ others to carry out our tasks. This will not reduce your rights under this agreement.

14.2 If you have made this agreement together with someone else, you are liable both jointly and individually to us.

14.3 **Notice** - Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its

principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

#### 14.4 Data Protection Act 1998 and the Information Commissioner's CCTV Code of Practice

Owners and operators of CCTV systems should be aware that they may be subject to the provisions of the Data Protection Act 1998 if they record and process images of individuals captured on a CCTV system. Generally speaking the Act does not apply to installations installed in domestic premises by individuals for home security purposes. However, if the CCTV system is installed in commercial premises then a data controller may have to be appointed and you may need to annually register with the Information Commissioners Office ([www.ico.gov.uk](http://www.ico.gov.uk).)

In addition where such systems are used to identify and monitor individuals and information is recorded and stored for subsequent use or processing, then it may also be necessary to ensure compliance with the ICO CCTV Code of Practice that can be readily downloaded from the Information Commissioner's website. Organisers should be aware that the principals of the Data Protection Act are not limited to circumstances where a data controller can attribute a name to a particular image. If images of distinguishable individual's features are processed and an individual can be identified from the image, they are sensitive personal data that fall under the provision of the Data Protection Act.

We may pass on the information you have given to us under this agreement to the police, fire or other authority and, except for security details, to credit reference and debt collection agencies or public telecommunications agency.

**14.5 Noise Pollution** - To ensure that the external alarm bell does not cause a nuisance as defined by current Noise Pollution legislation from time to time, arrangements must include an automatic device, limiting bell noise to 15 minutes and for two key holders to be available within this time [current legislation includes London Local Authorities Act 1991, Environmental Protection Act 1990, Control of Pollution Act 1974 Scotland, Noise and Statutory Nuisance Act 1993]

**14.6 Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**14.7 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**14.8 Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

**14.9 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by one of our directors.

**14.10 Governing law and Jurisdiction.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) 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 arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

If a court finds that part of this agreement is not enforceable but can be kept separately from the rest of the agreement, this will not affect the remainder of the agreement.

**14.11** We intend that all the conditions of this agreement are in this document containing the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral..

**14.12** If we do not insist on the strict conditions of this agreement, we may still enforce all the conditions against you on other occasions. If you break a condition and we do not take any action against you, it does not mean that we will not take action against you if you break it again or continue with same breach without putting it right, or if you break any other conditions.

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