

Terms and conditions for the supply of goods and services (East Anglia Security Services Ltd).

East Anglia Security Services Ltd

The Customer's attention is particularly drawn to the provisions of clause 13 (Limitation of liability).

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.8.

Contract: the contract between East Anglia Security Services and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer: the person or authorised personnel on behalf of the company who purchase the Goods and/or Services from East Anglia Security Services.

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Deliverables: the deliverables set out in the Order Acceptance Form produced by East Anglia Security Services for the Customer and annexed to Schedule 1.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 16.

GDPR: General Data Protection Regulation ((EU) 2016/679).

Goods: the goods (or any part of them) set out in the Order Acceptance Formr.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, agreed in writing by East Anglia Security Services.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information including know-how and trade secrets, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all

similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's Order Acceptance Form.

Services: the services, including the Deliverables, supplied by the East Anglia Security Services to the Customer as set out in the System Design Proposal.

System Design Proposal: means the System Design Proposal which defines the level of protection, surveillance or access afforded by the Security Installation. It is an integral part of this contract.

Service Specification: the description or specification of the Services to be provided in writing by the East Anglia Security Services to the Customer.

East Anglia Security Services: East Anglia Security Services registered in England and Wales with company number 06763525.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes fax and email.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when East Anglia Security Services issues an Order acceptance form at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by East Anglia Security Services and any descriptions of the Goods or illustrations or descriptions of the

Services contained in East Anglia Security Services catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by East Anglia Security Services shall not constitute an offer and is only valid for a period of 28 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Goods

- 3.1 The Goods are described in East Anglia Security Services' Purchase Order or catalogue.
- 3.2 East Anglia Security Services reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the East Anglia Security Services shall notify the Customer in any such event.

4. Delivery of Goods

- 4.1 East Anglia Security Services shall ensure that:
- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 4.2 East Anglia Security Services shall deliver the Goods to the location set out in the Order or such other location as the parties may agree at any time after the East Anglia Security Services notifies the Customer that the Goods are ready.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The East Anglia Security Services shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the East Anglia Security Services with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If East Anglia Security Services fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of

similar description and quality in the cheapest market available, less the price of the Goods. East Anglia Security Services shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the East Anglia Security Services with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.5 If the Customer fails to take **OR** accept delivery of the Goods within three Business Days of the East Anglia Security Services notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the East Anglia Security Services failure to comply with its obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the Next Business Day following the day on which East Anglia Security Services notified the Customer that the Goods were ready; and
- (b) East Anglia Security Services shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.6 If 10 Business Days after East Anglia Security Services notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, East Anglia Security Services may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.7 East Anglia Security Services may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality of Goods

5.1 East Anglia Security Services warrants that on delivery and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall:

- (a) conform in all material respects with their Goods specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by East Anglia Security Services.

5.2 Subject to clause 5.3, East Anglia Security Services shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:

- (a) the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) East Anglia Security Services is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the East Anglia Security Services) returns such Goods to the East Anglia Security Services place of business at East Anglia Security Services

5.3 East Anglia Security Services shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow East Anglia Security Services oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of East Anglia Security Services following any drawing, design or Goods Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of East Anglia Security Services;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (f) the Goods differ from the Goods Specification or System Design Proposal as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this clause 5, East Anglia Security Services shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by East Anglia Security Services.

6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
- (a) East Anglia Security Services receives payment in full (in cash or cleared funds) for the Goods and any other goods that East Anglia Security Services has supplied to the Customer in which case title to the Goods shall pass at the time of payment;
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as East Anglia Security Services property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on East Anglia Security Services behalf from the date of delivery;
 - (d) notify East Anglia Security Services immediately if it becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d); and
 - (e) give East Anglia Security Services such information relating to the Goods as East Anglia Security Services may require from time to time.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before East Anglia Security Services receives payment for the Goods. However, if the Customer resells the Goods before that time:
- (a) it does so as principal and not as East Anglia Security Services agent; and
 - (b) title to the Goods shall pass from East Anglia Security Services to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d), then, without limiting any other right or remedy the East Anglia Security Services may have:
- (a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
 - (b) East Anglia Security Services may at any time:
 - (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Supply of Services

- 7.1 East Anglia Security Services shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 East Anglia Security Services shall use all reasonable endeavours to meet any performance dates for the Services specified in System Design Proposal or Purchase Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 East Anglia Security Services reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and East Anglia Security Services shall notify the Customer in any such event.
- 7.4 East Anglia Security Services warrants to the Customer that the Services will be provided using reasonable care and skill.

8. Customer's obligations

- 8.1 The Customer shall:
- (a) ensure that the terms of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
 - (b) co-operate with East Anglia Security Services in all matters relating to the Services;
 - (c) provide East Anglia Security Services, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by East Anglia Security Services to provide the Services;
 - (d) provide East Anglia Security Services with such information and materials as the East Anglia Security Services may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (e) prepare the Customer's premises for the supply of the Services;
 - (f) 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;
 - (g) comply with all applicable laws, including health and safety laws;
 - (h) keep all materials, equipment, documents and other property of East Anglia Security Services (**East Anglia Security Services Materials**) at the Customer's

premises in safe custody at its own risk, maintain East Anglia Security Services Materials in good condition until returned to East Anglia Security Services, and not dispose of or use the East Anglia Security Services Materials other than in accordance with East Anglia Security Services written instructions or authorisation; and in accordance with the System Design Proposal

8.2 If East Anglia Security Services performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, East Anglia Security Services shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays East Anglia Security Services performance of any of its obligations;
- (b) East Anglia Security Services shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from East Anglia Security Services failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse East Anglia Security Services on written demand for any costs or losses sustained or incurred by the East Anglia Security Services arising directly or indirectly from the Customer Default.

9. Maintenance, Service & Monitoring

9.1 In return for payment of the maintenance charge as set out in the Quotation, the Company will maintain the Installation in accordance with the installation standard and respond to your emergency calls for assistance. If your Equipment is installed to PD6662 (or its successor), our response to emergency calls will be within four hours of your request, or before the Equipment needs to be set, unless mutually agreed otherwise.

9.2 If we have to attend the Premises, or repair the Equipment between routine maintenance visits, we will make a charge at our usual rates unless the work is covered by that set out at clauses 10 and its subsections below;

9.3 The annual maintenance charge does not include charges for replacement parts or batteries, which will be charged in addition to the annual charge.

9.4 Where installation is monitored by an Alarm Receiving Centre for direct response by emergency services (eg police or fire brigade), it shall be a condition of such monitoring that an annual contract for Routine Maintenance exists between the Customer and the

Company. Routine maintenance visits shall be undertaken by the Company as defined in the Installation Standard or this Contract.

10. Charges and payment

10.1 The price for Goods:

- (a) shall be the price set out in the Order or, if no price is quoted, the price set out in East Anglia Security Services published price list as at the date of the order; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer;
- (c) the price does not include any changes arising from removing and replacing stock, furniture, carpets, fixtures and fittings which may be necessary.

10.2 The charges for Services shall be calculated on a time and materials basis:

- (a) the charges shall be calculated in accordance with East Anglia Security Services daily fee rates plus materials where required;
- (b) East Anglia Security Services daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.30 am to 5.00 pm worked on Business Days; The fees are to be outlined in the maintenance contract or where no maintenance contract exists the follow fee shall apply:-

Day rate (during normal office hours) £320.00

Our hourly rate (8:30am to 5:00pm) is: £40.00

Our hourly rate (5:00pm to 8:30am) Including Week-ends & Bank Holidays is: £65.00

Emergency call out fee in office hours is: £100.00 (including first 60 minutes on site)

Emergency call out fee out of office hours is: £150.00 (including first 60 minutes on site)

- (c) East Anglia Security Services shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom East Anglia Security Services engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by East Anglia Security Services for the performance of the Services, and for the cost of any materials.
- (d) Note low batteries, tampers, localised faults etc. do not constitute an emergency and thus we will respond as a routine call only. Routine calls require a phone call detailing the fault/problem to our office. If this call reaches our office during

the year a normal office day before 10 AM, then every effort will be made to attend site on the same day or within 2 working days.

10.3 East Anglia Security Services reserves the right to:

- (a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date;
- (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to East Anglia Security Services that is due to:
 - (i) any factor beyond the control of East Anglia Security Services (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give East Anglia Security Services adequate or accurate information or instructions in respect of the Goods.

10.4 In respect of Goods, East Anglia Security Services shall invoice the Customer on or at any time after completion of delivery. In respect of Services, East Anglia Security Services shall invoice the Customer on completion of the Services.

10.5 The Customer shall pay each invoice submitted by East Anglia Security Services:

- (a) within 28 days of the date of the invoice by East Anglia Security Services and confirmed in writing to the Customer; and
- (b) in full and in cleared funds to a bank account nominated in writing by East Anglia Security Services, and time for payment shall be of the essence of the Contract.

10.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by East Anglia Security Services to the Customer, the Customer shall, on receipt of a valid VAT invoice from East Anglia Security Services, pay to East Anglia Security Services such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

- 10.7 If the Customer fails to make a payment due to East Anglia Security Services under the Contract by the due date, then, without limiting East Anglia Security Service's remedies under clause 14 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 10.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. Data protection and data processing

- 11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and East Anglia Security Services is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 11.3 Without prejudice to the generality of clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the East Anglia Security Services for the duration and purposes of the Contract.
- 11.4 Without prejudice to the generality of clause 11.1, East Anglia Security Services shall, in relation to any Personal Data processed in connection with the performance by the East Anglia Security Services of its obligations under the Contract:
- (a) process that Personal Data only on the written instructions of the Customer unless the East Anglia Security Services is required by the laws of any member of the European Union or by the laws of the European Union applicable to the East Anglia Security Services to process Personal Data (**Applicable Data Processing Laws**). Where the East Anglia Security Services is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the East Anglia Security Services shall promptly notify the Customer of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit the East Anglia Security Services from so notifying the Customer;

- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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 Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or East Anglia Security Services has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - (iii) East Anglia Security Services complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) East Anglia Security Services complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Data Processing Law to store the Personal Data;

11.5 The Customer consents to East Anglia Security Services appointing THIRD-PARTY PROCESSOR as a third-party processor of Personal Data under the Contract. East Anglia Security Services confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially incorporating terms which are substantially similar to those set out in this *clause 11*.

12. Confidentiality

- 12.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or East Anglia Security Services of the other party, except as permitted by clause 12.2.
- 12.2 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 Contract. 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 12.2; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 13.1 East Anglia Security Services has obtained insurance cover in respect of its own legal liability for individual claims. The limits and exclusions in this clause reflect the insurance cover East Anglia Security Services has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 13.3 Subject to clause 13.2, East Anglia Security Services total liability to the Customer shall not exceed £500.00 or the amount of invoice whichever is the lesser amount. East Anglia Security Services total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

13.4 The following types of loss are wholly excluded:

- (i) Loss of profits.
- (ii) Loss of sales or business.
- (iii) Loss of agreements or contracts.
- (iv) Loss of anticipated savings.
- (v) Loss of use or corruption of software, data or information.
- (vi) Loss of or damage to goodwill.
- (vii) Indirect or consequential loss.

(b) The following types of loss and specific loss are not excluded:

- (i) Sums paid by the Customer to East Anglia Security Services pursuant to the Contract, in respect of any Services not provided in accordance with the Contract.
- (ii) Wasted expenditure.
- (iii) Losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of East Anglia Security Services. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, East Anglia Security Services personnel, regulators and customers of the Customer.

13.5 East Anglia Security Services has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

13.6 Unless the Customer notifies East Anglia Security Services that it intends to make a claim in respect of an event within the notice period, the East Anglia Security Services shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13.7 This clause 13.7 shall survive termination of the Contract.

14. Termination

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than 3 months' written notice.
- 14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.3 Without affecting any other right or remedy available to it, the East Anglia Security Services may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
 - (b) there is a change of control of the Customer.
- 14.4 Without affecting any other right or remedy available to it, East Anglia Security Services may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and East Anglia Security Services if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(d), or East Anglia Security Services reasonably believes that the Customer is about to become subject to any of them.

15. Consequences of termination

- 15.1 On termination of the Contract:

- (a) the Customer shall immediately pay to the East Anglia Security Services all of East Anglia Security Services's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, East Anglia Security Services shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of East Anglia Security Services Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then East Anglia Security Services may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

16. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

17. General

17.1 Assignment and other dealings

- (a) East Anglia Security Services may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of East Anglia Security Services.

17.2 Notices.

- (a) Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - (ii) if sent by first-class post or next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery of an e-mail;
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 17.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 17.6 **Entire agreement.**
 - (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set

out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

17.7 Third parties rights.

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.8 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

17.9 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.