

Standard Terms and Conditions

1. Interpretation

1.1 The following definitions and rules of interpretation apply to this Agreement:

Business Day: a day other than a Saturday, Sunday, bank or public holiday in England.

Business Hours: the business hours as set out in the Control Group Manual on a Business Day.

Charges: the fees, expenses and charges payable by the Client to Control Group as specified in the Order Form and more particularly described in the Specification Documents (as varied from time to time in accordance with this Agreement);

Client: the entity detailed in the Order Form requesting the supply of the Services and/or Products;

Client Materials: the Information, materials, documents and content provided to Control Group by the Client from time to time in order to enable Control Group to perform the Services.

Commencement Date: the date set out in the Order Form.

Contract Year: the 12-month period from the Commencement Date and each succeeding 12-month period.

Control Group: Control Group International Limited t/a Control Group a company registered in England and Wales (company number 6400974) and whose registered office is at Unit CG1A, Clarence Mill, Bollington, Macclesfield, Cheshire SK10 5JZ.

Control Group Manual: the information manual provided by Control Group as updated from time to time.

Data Protection Legislation the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy;

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

Emergency Services: the public organisations that respond to and deal with emergencies when they occur, including but not limited to the ambulance service, the police, and the fire brigade.

Excluded Maintenance and Support: the maintenance and support excluded from the Services as set in the Control Group Manual.

Installation Plans and Specification: the installation plans and specification attached to the Order Form as amended in accordance with the terms of this Agreement.

Installation Services: the installation services as set out in the Order Form and more particularly described in the Installation Plans and Specification (where applicable).

Intellectual Property Rights: 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.

Leased Equipment: the items of equipment leased by the Client to enable Control Group to provide the Services and set out in the Order Form and more particularly described in the Specification Documents, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

Key Holder: the individuals that hold a key to a Site subject to the Monitoring Services and set out in the Order Form or as otherwise notified by the Client to Control Group in writing from time to time.

Maintenance Services: the maintenance services as set out in the Quotation and more particularly described in the Control Group Manual.

Maintained Equipment: any Products and/or Leased Equipment supplied by Control Group to a Client that is the subject of the Maintenance Services.

Monitoring Services: the monitoring services as set out in the Quotation and more particularly described in the Control Group Manual.

Order Form: the Client's order for Services and/or Products in Control Group's standard form.

Products: the products and/or goods set out in the Order Form (and more particularly described in the Specification Documents) and purchased by the Client, including but not limited to any software.

Quotation: the quotation for Products and/or Services including any Leased Equipment in Control Group's standard form and attached to the Order Form.

Remote Operator Support: the telephone and website maintenance support provided by Control Group to Clients with Maintained Equipment as set out in the Quotation and more particularly described in the Control Group Manual;

Response Time: the estimated time for response as set out in the Control Group Manual.

Retail Price Index (or RPI): the Retail Prices Index (as published by the Office of National Statistics) or any official index replacing it.

Services: the services to be provided by Control Group to the Client as set out in the Order Form, including but not limited to Installation Services (if applicable), and

as more particularly described in the Specification Documents.

Site: the Client's premises at which the Products and/or Leased Equipment has been or is to be installed or utilised and the Services are carried out.

Specification Documents: the Quotation, Control Group Manual, Installation Plans and Specification or other similar document describing the goods and services to be provided by Control Group.

Specific Terms: the terms (as amended or varied in accordance with clause 15.1 from time to time) set out at the end of these Standard Terms that apply to the specific Services, Products or Leased Equipment ordered by the Client as set out in the Order Form and/or Quotation.

UK Data Protection Legislation any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation;

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Headings shall not affect the interpretation of this Agreement.
- 1.3 A reference to an Agreement or to any other agreement or document referred to in this Agreement is a reference to the Agreement (or other agreement or document) as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.5 A reference to writing or written includes fax and e-mail.
- 1.6 References to clauses are to the clauses of this Agreement and references to paragraphs are to paragraphs of the Specific Terms.
- 1.7 A reference to a statute is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Any words following the terms including, include, 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.
- 1.10 Definitions in these Specific Terms have the same meaning as in the Standard Terms and the Order Form unless otherwise stated.

2. The Agreement

- 2.1 This Agreement governs the overall relationship of the parties in relation to the provision of the Services, Products and/or Leased Equipment to the exclusion of

any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealings.

- 2.2 The Client may request that Control Group provides other services and or products from time to time. If Control Group agrees to provide such other services, the parties will sign a new Order Form which shall form the basis of a new Agreement to become legally binding provided that on the date it is signed, this Agreement has not been terminated.
- 2.3 Each Order Form shall be signed by the Client and Control Group, and (together with the relevant Specific Terms and these Standard Terms) forms a separate contract between the parties.
- 2.4 For the avoidance of doubt, the Specific Terms apply to all arrangements between Control Group and the Client so far as those Specific Terms are applicable to the Services, Products and/or Leased Equipment set out in the Order Form.

3. Commencement and duration

- 3.1 The provision of the Services will commence (or be deemed to have commenced) on the Commencement Date and will continue, until terminated:
 - 3.1.1 by either party giving to the other not less than [12] months' notice in writing, provided that such notice is not given within the first Contract Year (unless a different minimum term for any element of the Services is noted on the Order Form, in which case for those elements of the Services the notice may only be given to expire at the end of such minimum term);
 - 3.1.2 in accordance with clause 13; or
 - 3.1.3 in accordance with the Order Form or Specific Terms.
- 3.2 Where the Order Form relates solely to the delivery of Products only this Agreement will terminate:
 - 3.2.1 where installation is included under the Order Form, upon the installation of the Products at the Site and receipt of payment in accordance with the Order Form; or
 - 3.2.2 where installation is not included under the Order Form, upon the delivery of the Products at the Site and receipt of payment in accordance with the Order Form.
- 3.3 This agreement shall terminate without notice (save for those provisions that are intended to survive termination) at the same time that the term of the only remaining (or the last effective) Order Form expires or terminates.
- 3.4 For the avoidance of doubt, termination or expiry of an Order Form shall not affect any other Order Form still in existence or this Agreement.

4. The Services

- 4.1 Control Group shall use reasonable endeavours to:
- 4.1.1 provide the Services in accordance with the Specification Documents in a timely manner in all material respects;
 - 4.1.2 perform the Services with a reasonable level of care, skill and diligence in accordance with common practice in Control Group's industry, profession or trade;
 - 4.1.3 use personnel who are suitably skilled, trained and experienced to perform tasks assigned to them, and in sufficient numbers to fulfil its obligations; and
 - 4.1.4 comply with all applicable laws and regulations, including those relating to anti-bribery and anti-corruption.
- 4.2 Any additional services, not specified in an Order Form may be requested by the Client in accordance with the change control provisions set out in clause 6.
- 4.3 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 Agreement.

5. Client Obligations

- 5.1 The Client shall:
- 5.1.1 co-operate with Control Group (and its sub-contractors and service suppliers) in all matters relating to the Services and/or Products;
 - 5.1.2 provide access to premises, equipment and data, and other facilities as may reasonably be requested by Control Group for the purpose of providing the Services and/or installing Products or Leased Equipment;
 - 5.1.3 comply with its responsibilities as detailed in the Control Group Manual;
 - 5.1.4 provide any Client Material as Control Group may request in order to carry out the Services in a timely manner, and keep that information up to date;
 - 5.1.5 deliver, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use by Control Group of any Client Materials.
- 5.2 If Control Group's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, Control Group shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
- 5.3 The Client shall be liable to pay to Control Group, on demand, all reasonable costs, charges or losses sustained or incurred by Control Group (including any

direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to Control Group confirming such costs, charges and losses to the Client in writing.

6. Changes to Services

- 6.1 If either party wishes to change the scope or execution of the Services, it will submit details of the requested change to the other in writing.
- 6.2 If either party requests a change to the scope or execution of the Services, Control Group shall, if it is willing to provide such amended services, within a reasonable time, provide a written estimate to the Client of:
- 6.2.1 the likely time required to implement the change;
 - 6.2.2 any necessary variations to Control Group's charges arising from the change; and
 - 6.2.3 any other impact of the change on this Agreement.
- 6.3 If the Client wishes Control Group to proceed with the change, Control Group has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services and any other relevant terms of this Agreement to take account of the change, including (as applicable) the entering into of a new Order Form in accordance with clause 2.2. Once the change has been agreed, this Agreement shall be deemed to have been varied in accordance with clause 15.
- 6.4 To avoid any doubt, if either party wishes to terminate a Service, or reduce its requirements for a Service, it shall serve notice in writing in accordance with clause 3.1.1.

7. Charges and Payment

- 7.1 In consideration for the provision of the Services and/or supply of the Products and Leased Equipment the Client shall pay to Control Group the Charges.
- 7.2 The Charges for the provision of the Services shall increase annually, on the anniversary of the Commencement Date by the percentage equivalent to the RPI rate published in the September prior to the anniversary of each Contract Year, or 2%, whichever is the greater.
- 7.3 Control Group also reserves the right to increase the Charges in the event that a statutory change to legislation or other compulsory or recommended requirement means that further costs must be expended by Control Group. Any increases shall be

notified to the Client in writing as soon as practicably possible.

- 7.4 Control Group shall invoice the Client and the Client agrees to pay Control Group in accordance with the payment terms set out in the Order Form issued by the Company from time to time. Unless agreed otherwise in writing by the parties, the Client shall pay each invoice submitted by Control Group by monthly direct debit, standing order or bank transfer by no later than 7 days following the date of invoice.
- 7.5 All amounts and fees stated or referred to in this Agreement are exclusive of VAT, which shall be added to Control Group's invoice(s) at the appropriate rate.
- 7.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Charges to Control Group on the due date:
- 7.6.1 the Client shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and
- 7.6.2 Control Group may suspend all Services (and all other services it provides to the Client under any other agreement) and/or remove Leased Equipment from the Site (if any) until payment has been made in full.
- 7.7 All sums payable to Control Group under this Agreement shall become due immediately on its termination. This clause 7.7 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.
- 7.8 All amounts due under this Agreement 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).
- 7.9 Any additional services or products requested by the Client, not detailed in the Order Form, will be charged at Control Group's standard rates that apply on the date of delivery of that service (unless a different rate is agreed between the parties in writing in accordance with clause 6).
- 7.10 The Charges are exclusive of any travel, accommodation or other expenses which shall be paid by the Client and shall be added to Control Group's invoice(s) as and when necessary.

8. Delivery and Installation

- 8.1 Delivery of the Products and if applicable Leased Equipment shall be made by Control Group. Control Group shall use all reasonable endeavours to effect delivery by the date and time agreed between the parties. Title and risk shall transfer in accordance with clause 12 of this Agreement.

- 8.2 The date of delivery and installation is an estimate only. Time for delivery and if applicable installation shall not be of the essence and Control Group shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery or installation of the Products or Leased Equipment.

9. Intellectual Property Rights & Data Protection

- 9.1 The Client acknowledges that all of Control Group's Intellectual Property Rights relating to material existing prior to this Agreement or arising or created in connection with the Services, including but not limited to the Specification Documents, belong to Control Group or the relevant third-party owners (as the case may be). Control Group grants the Client a non-exclusive personal, sub-licensable, royalty free, worldwide license to use, copy and modify the material protected by those Intellectual Property Rights for the Client's own business purposes only.
- 9.2 Any Intellectual Property Rights in the Client Materials shall belong to the Client or the relevant third party owner (as the case may be) and the Client shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Materials. The Client grants a worldwide, non-exclusive, royalty free, sub-licensable irrevocable licence to copy, use and modify the Client Materials for the purpose of carrying out its obligations in this Agreement.
- 9.3 The Client warrants, represents and undertakes that:
- 9.3.1 any Client Materials provided to or used by Control Group are owned by the Client; and/or
- 9.3.2 it has received the necessary consents or permissions to use the Client Materials in accordance with this Agreement and any Order Form or Specification Documents from the applicable owner(s).
- 9.4 The Client shall indemnify Control Group against all damages, losses and expenses arising as a result of any action or claim that the Client Materials breach the warranties, representations or undertakings set out in clause 9.3.
- 9.5 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9.5 and the remainder of clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation
- 9.6 To the extent that the Client shares any Personal Data (as defined in the Data Protection Legislation) with Control Group (or to the extent that Control Group comes into possession of Personal Data as a result of the provision of the Services), the parties intend that Control Group shall be a Data Controller of such Personal Data and shall deal with such Personal Data in accordance with its privacy notices in place from time to time (although the parties agree that the Data Protection Legislation will assess as a matter of fact

whether Control Group is a Data Controller or Data Processor (each as defined in the Data Protection Legislation).

- 9.7 To the extent that the Client shares any Personal Data with Control Group, the Client warrants that it has all necessary permissions and authorisations to allow such transfer to Control Group.
- 9.8 Each party acknowledges Control Group's data management policies to the Client, as outlined in 9.9
- 9.9 The Client acknowledges Control Group's data management policies, as follows;
- 9.9.1 [Data Protection Policy](#) – this outlines Control Group's commitment to their clients' data.
- 9.9.2 [Data Retention Policy](#) - this outlines how Control Group manages their clients' data.
- 9.10 Each party will assist the other in relation to any data subject request or regulator request received in relation to any Personal Data shared between them.
- 9.11 Without prejudice to Clause 9.6, to the extent that the Supplier is a Data Processor in relation to any Personal Data processed by it in connection with the performance by it of its obligations under this agreement (and not a Data Controller) then:
- 9.11.1 it will process that Personal Data only on the written instructions of the Client unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on the laws of a member of the European Union or European Union Law as the basis for processing Personal Data, the Supplier shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Client;
- 9.11.2 it will ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of

the technical and organisational measures adopted by it);

- 9.11.3 it will ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 9.11.4 it will have consent to transfer Personal Data outside of the European Economic Area if the following conditions are fulfilled:
- i. the Client or the Supplier has provided appropriate safeguards in relation to the transfer;
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. the Supplier 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. the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- 9.11.5 it will assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 9.11.6 it will notify the Client without undue delay on becoming aware of a Personal Data breach;
- 9.11.7 it will at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 9.11.8 it will maintain complete and accurate records and information to demonstrate its compliance with this Clause 9.11 and allow for audits by the Client or the Client's designated auditor.
- 9.11.9 the Client consents to the Supplier appointing third parties as a third-party processor of Personal Data under this agreement provided that the Supplier notifies the Client of the identity of the Supplier (and gives the Supplier the opportunity to comment). The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 9.11. As between the Client and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 9.11.

10. Confidentiality

- 10.1 Each party undertakes that it shall not at any time (during the term of this Agreement or afterwards) disclose to any person any confidential information concerning the activities, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2. For the purpose of this clause 10, confidential information means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, customers, products, affairs and finances of the parties for the time being confidential to the parties and trade secrets including, without limitation, technical data and know-how relating to the business of the parties or their suppliers, clients, customers, agents, distributors, shareholders or management, whether or not such information (if in anything other than oral form) is marked confidential.
- 10.2 Each party may disclose the other party's confidential information:
- 10.2.1 to its suppliers, employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its suppliers, employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
- 10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

11. Limitation of Liability

- 11.1 Nothing in this Agreement limits or excludes Control Group's liability for:
- 11.1.1 death or personal injury caused by its negligence;
- 11.1.2 fraud or fraudulent misrepresentation; or
- 11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 11.2 Subject to clause 11.1, Control Group shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
- 11.2.1 loss of profits;
- 11.2.2 loss of sales or business;
- 11.2.3 loss of agreements or contracts;
- 11.2.4 loss of anticipated savings;

- 11.2.5 loss of or damage to goodwill;
- 11.2.6 loss of use or corruption of software, data or information; or
- 11.2.7 any indirect or consequential loss.
- 11.3 Subject to clause 11.1 and clause 11.2, in respect of all claims (connected or unconnected) arising in any Contract Year (or following expiry or termination of this Agreement), Control Group's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the lessor of:
- 11.3.1 a sum equivalent to the total Charges paid by the Client in that period (or for claims arising after termination or expiry of this Agreement the Charges paid in the last Contract Year); or
- 11.3.2 the sum for which Control Group carries comprehensive insurance cover at the time any claim is notified to them (subject always to Control Group being able to recover such sum from the insurer).
- 11.4 If the Client is a consumer, nothing in this Agreement limits or excludes Control Group's liability for any liability that cannot be excluded or limited by English law including its statutory rights as a consumer.
- 11.5 Subject to clause 11.6, if the Client gives notice in writing within a reasonable time of discovery that some or all of the Products, Leased Equipment or Services are defective or faulty Control Group shall, at its option, repair or replace the defective Products, Leased Equipment or re-perform the Services.
- 11.6 Control Group shall not be liable for the faulty or defective Products or Leased Equipment if:
- 11.6.1 the Client makes any further use of such Products or Leased Equipment after giving a notice in accordance with clause 11.5
- 11.6.2 the defect arises because the Client failed to follow Control Group's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or Leased Equipment or (if there are none) good trade practice;
- 11.6.3 the defect arises as a result of Control Group following any drawing, design or specifications supplied by the Client;
- 11.6.4 the Client alters or repairs such products without the written consent of Control Group;
- 11.6.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- 11.6.6 the Products or Leased Equipment differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

12. Title and Risk

- 12.1 The risk of loss, theft, damage or destruction in any Products and/or any Leased Equipment shall pass to the Client on delivery or if applicable installation.

13. Early Termination

- 13.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

13.1.1 the other party fails to pay any amount due under this Agreement (or any other agreement between the parties) on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

13.1.2 the other party commits a material breach of any other term of this Agreement (or any other agreement between the parties) which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified in writing to do so;

13.1.3 the other party repeatedly breaches any of the terms of this Agreement (or any other agreement between the parties) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or

13.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts; or goes into administration or liquidation either compulsorily or voluntarily (save for the purposes of solvent reconstruction or amalgamation); or the other party (being an individual) is the subject of a bankruptcy petition or order; or if a receiver or administrative receiver is appointed in respect of the whole or any part of its assets; or if either party makes an assignment for the benefit of or composition with its creditors generally; or if it ceases to trade; or threatens to do any of the aforementioned things; or if any analogous events occur with respect to either party in any jurisdiction to which it is subject.

- 13.2 On termination or expiry of this Agreement:

13.2.1 the Client shall immediately pay to Control Group all of Control Group's outstanding unpaid invoices and interest and, for Services, Products and/or Leased Equipment for which no invoice has been submitted, Control Group shall submit an invoice, which shall be payable by the Client immediately on receipt;

13.2.2 all rights and licenses granted to the Client under this Agreement shall cease, including (if

applicable) Control Group's consent to the client's possession of the Leased Equipment and Control Group may, by its authorised representatives, without notice and at the Client's expense, retake possession of the Leased Equipment and for this purpose may enter the Site or any premises at which the Leased Equipment is located;

13.2.3 within 10 days after the date of termination the Client shall promptly destroy or, if Control Group shall so elect, deliver to Control Group or any other person designated by Control Group, at the Client's expense, all material owned by Control Group in its possession;

13.2.4 Control Group may destroy or otherwise dispose of any of the Client Materials in its possession unless Control Group receives, no later than ten Business Days after the effective date of the termination of this Agreement, a written request for the delivery to the Client of the Client Materials. Control Group shall use reasonable endeavours to deliver a copy of the Client Materials to the Client within 30 days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by Control Group in returning or disposing of Client Materials;

13.2.5 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

- 13.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

14. Conflict

- 14.1 If there is an inconsistency between any of these terms and those set out in an Order Form, the provisions in the Order Form shall prevail. If there is more than one Order Form for the same type of Services, the terms of the latest Order Form shall prevail.

15. Variation

- 15.1 Control Group may amend or vary these terms and Specific Terms from time to time and shall notify the Client as soon as reasonably practicable. No variation of this Agreement by the Client shall be effective unless it is in writing and signed by Control Group.

16. General

- 16.1 A failure or delay by a party to exercise any right or remedy provided under this Agreement 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.
- 16.2 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16.3 If any provision or part-provision of this Agreement 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 this Agreement.
- 16.4 Notwithstanding clause 16.3, if any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.5 This agreement 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.
- 16.6 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 16.7 Nothing in this clause shall limit or exclude any liability for fraud.
- 16.8 The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without prior written consent of Control Group.
- 16.9 Control Group may at any time assign, transfer, mortgage, charge subcontract and deal in any other manner with any or all of its rights and obligations under this Agreement.
- 16.10 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

- 16.11 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 16.12 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this Agreement by giving 1 month's written notice to the affected party.

17. Notices

- 17.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid recorded first-class post or other next working day recorded delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 17.2 Any notice shall be deemed to have been received:
- 17.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 17.2.2 if sent by pre-paid recorded first-class post or other next working day recorded delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 17.3 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.
- 17.4 For the purposes of this clause, "writing" shall not include e-mail.

18. Governing law and Jurisdiction

- 18.1 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.
- 18.2 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 Agreement or its subject matter or formation (including non-contractual disputes or claims).

Specific Terms: Leased Equipment

19. Leased Equipment Warranty

- 19.1 Control Group warrants that the Leased Equipment shall substantially conform to its Specification Manual, be of satisfactory quality and fit for any purpose held out by

Control Group. Control Group shall use reasonable endeavours to remedy, free of charge, any material defect in the Leased Equipment which manifests itself within 12 months from the date of installation, provided that:

- 19.1.1 the Client notifies Control Group of any defect in writing within 10 Business Days of the defect occurring or of becoming aware of the defect;
 - 19.1.2 Control Group is permitted to make a full examination of the alleged defect;
 - 19.1.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Control Group's authorised personnel;
 - 19.1.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Client or on its behalf; and
 - 19.1.5 the defect is directly attributable to defective material, workmanship or design.
- 19.2 Insofar as the Leased Equipment comprises or contains equipment or components which were not manufactured or produced by Control Group, the Client shall be entitled only to such warranty or other benefit as Control Group has received from the manufacturer.
- 19.3 If Control Group fails to remedy any material defect in the Leased Equipment in accordance with clause 19.1, Control Group shall, at the Client's request, accept the return of the Leased Equipment and replace the Leased Equipment with identical or similar (in all material respects) equipment.

Specific Terms: Products

20. Products

- 20.1 The Products supplied to the Client by Control Group under this Agreement shall:
- 20.1.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for purpose;
 - 20.1.2 be free from defects in design, material and workmanship and remain so for 12 months after delivery and installation; and
 - 20.1.3 comply with all applicable statutory and regulatory requirements.
- 20.2 Where Control Group are providing Services relating to the Products but are not maintaining the Products the Client shall maintain at its own expense the Products in good and substantial repair in order to keep it in as good an operating condition to enable Control Group to carry out its obligations under this Agreement and Control Group shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
- 20.3 If Control Group (in its reasonable opinion) considers the Products are not in good and substantial repair in accordance with clause 20.2, Control Group may

suspend the affected Services until the Products are in good and substantial repair and Control Group shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such suspension.

21. Product Title and Risk

- 21.1 Title to any Products shall not pass to the Client until either:
- 21.1.1 Control Group notifies the Client in writing that title in the Products has passed to the Client; or
 - 21.1.2 Control Group receives payment in full (in cash or cleared funds) for the Products and any other goods or services that Control Group has supplied to the Client in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums.
- 21.2 Until title to the Products has passed to the Client, the Client shall:
- 21.2.1 store the Products separately from all other goods held by the Customer so that they remain readily identifiable as Control Group's property;
 - 21.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - 21.2.3 maintain the Products in satisfactory condition and keep them insured against all risks for their full price on Control Group's behalf from the date of delivery;
 - 21.2.4 notify Control Group immediately if it becomes subject to any of the events listed in clause 13.1.4; and
 - 21.2.5 give Control Group such information relating to the Products as Control Group may require from time to time.
- 21.3 If before title to the Products passes to the Client the Client becomes subject to any of the events listed in clause 13.1.4, then, without limiting any other right or remedy Control Group may have:
- 21.3.1 any right of the Client to resell Products or use the Products in the ordinary course of its business ceases immediately; and
 - 21.3.2 Control Group may at any time:
 - i. require the Client to deliver up all Products in its possession; and
 - ii. if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Products are stored or utilised in order to recover them.
- 21.4 Control Group warrants that the Products shall substantially conform to the specification in the Control Group Manual, be of satisfactory quality and fit for any purpose held out by Control Group. Control Group shall

use reasonable endeavours to remedy, free of charge, any material defect in the Products which manifests itself within [12] months from installation, provided that:

- 21.4.1 the Client notifies Control Group of any defect in writing within 10 Business Days of the defect occurring or of becoming aware of the defect;
 - 21.4.2 Control Group is permitted to make a full examination of the alleged defect;
 - 21.4.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than Control Group's authorised personnel;
 - 21.4.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Client or on its behalf; and
 - 21.4.5 the defect is directly attributable to defective material, workmanship or design.
- 21.5 Insofar as the Products comprises or contains equipment or components which were not manufactured or produced by Control Group, the Client shall be entitled only to such warranty or other benefit as Control Group has received from the manufacturer.
- 21.6 If Control Group fails to remedy any material defect in the Products in accordance with clause 21.4, Control Group shall, at the Client's request, accept the return of the Products and replace the Products with identical or similar (in all material respects) equipment.

22. Discontinued products

- 22.1 From time to time Control Group may be advised by their manufacturer of the discontinuation of a certain product(s). Control Group will seek to advise the Client with three (3) months' notice (where possible) that the product will be discontinued and that Control Group will no longer have the ability to support this product. Control Group will provide the Client with upgrade options, in place of the discontinued product and the Client will take the decision to upgrade
- 22.2 The upgrade of the discontinued product and any costs associated with this is the Clients responsibility to replace and shall not be covered under any Maintenance Services agreement the Client may have entered into with Control Group

Specific Terms: Installation Services

This section will apply where the Order Form states that Control Group will be installing Products or any Leased Equipment on behalf of the Client.

23. Installation

- 23.1 If applicable, Control Group shall provide Installation Services to install the Products and any Leased Equipment at the Site. The Client shall procure that a duly authorised representative of the Client shall be present at the installation of the Products and any

Leased Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Client has examined the Products and any Leased Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Control Group, the Client's duly authorised representative shall sign a receipt confirming such acceptance.

- 23.2 To facilitate delivery and installation, the Client shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable delivery and installation to be carried out safely and expeditiously including the materials, facilities, power supplies and cables, ground works or other construction works required for the purpose of installing the Products (or any Leased Equipment), access and working conditions specified in the Control Group Manual.
- 23.3 The Client (at its own expense) shall be solely responsible for obtaining all necessary consents, permissions and licences, including but not limited to landlord consents and licences in order for Control Group to carry out the installation of the Products (or any Licensed Equipment).

Specific Terms: Support And Maintenance

- 23.3.1 use reasonable endeavours to attend at the Site on Business Days within the relevant Response Time; and
- 23.3.2 use reasonable endeavors to perform corrective maintenance to the Maintained Equipment within the Response Time.
- 23.4 The Client may from time to time request that Control Group provides Excluded Maintenance and Support in accordance with the process set out in the Control Group Manual. If Control Group provides Excluded Maintenance and Support or is required to revisit a Site or provide technical support that is outside the scope of the Services, the additional charges set out in the Control Group Manual shall apply and be payable by the Client. For the avoidance of doubt, Control Group is under no obligation to accept a request for additional call outs or technical support under this clause 23.4.
- 23.5 If the Client informs Control Group outside of Business Hours that the Maintained Equipment is malfunctioning, has failed or is not in good working order, Control Group shall:
- 23.5.1 use reasonable endeavours to attend at the Site within the relevant Response Time; and
 - 23.5.2 use reasonable endeavours to perform emergency maintenance of the Maintained Equipment within the Response Time.
- 23.6 In performing the Maintenance Services, Control Group shall use all reasonable endeavours to restore any malfunctioning or failed Maintained Equipment to good

working order while in attendance at the Site. Where this is not reasonably practicable or not reasonably practicable within Business Hours, Control Group shall either arrange for a further visit to the Site within Business Hours to complete the repair, or remove the Maintained Equipment or part of the Maintained Equipment for repair off-site.

- 23.7 In the event that additional parts are required in order to restore the Maintained Equipment back into good working order, the Client shall be required to make payment for any such additional parts in the event that any manufacturer guarantee does not cover the costs of any such additional parts for any reason.
- 23.8 In accordance with clause 22.2 the replacement of any discontinued product(s) will not be covered under any Maintenance Services agreement entered into between the Client and Control Group. Any costs associated with the upgrade of any discontinued product(s) is the responsibility of the Client

Specific Terms: Monitoring Services

- 23.9 Control Group shall supply the Monitoring Services using reasonable skill and care and the express terms set out in this Agreement in all material respects.
- 23.10 Control Group shall assess its need to respond to an incident in line with its response policy in force at the time of the incident.
- 23.11 The Client acknowledges and agrees that Control Group shall take such actions as may be deemed necessary in the circumstances to protect the interests any individual or property, including contacting the Emergency Services and/or a Key Holder.
- 23.12 Control Group shall not be liable for any acts or omissions its takes in accordance with instructions from the Emergency Services and/or Key Holders or any acts or omissions of the Emergency Services and/or Key Holders and the Client acknowledges and agrees that it shall be solely responsible for all costs and charges whatsoever arising out of or in connection with such instructions.
- 23.13 Control Group does not warrant or represent that it has any special relationship with the Emergency Services.

24. Key Holders

- 24.1 The Client agrees and acknowledges that the maximum number of Key Holders at any one time per Site shall be 5.
- 24.2 The Client acknowledges and agrees that it shall be responsible for updating the Key Holder contact details and Control Group shall not be liable for any loss or damage caused by incorrect Key Holder contact details.
- 24.3 If Control Group deems it necessary to contact a Key Holder, it will take reasonable steps to contact up to a maximum of three Key Holders by telephone once using

the latest contact details notified to it by the Client in writing.

25. Acknowledgments

- 25.1 The Client acknowledges and agrees
- 25.1.1 that the Monitoring Services are designed to reduce and/or mitigate the risk of loss or damage to the Site and individuals permitted to use the Site;
- 25.1.2 where Control Group are providing Monitoring using equipment that is not Maintained Equipment, the Client shall maintain at its own expense the equipment is in good and substantial repair in order to keep it in as good an operating condition to enable Control Group to carry out its obligation under this Agreement and Control Group shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;
- 25.1.3 equipment and devices may have blind spots and/or reduced visibility and do not guarantee full coverage of the Site and/or all activities carried on at the Site; and
- 25.1.4 the Monitoring Services are not intended to act as a substitute for insurance and the Client is responsible for taking out adequate insurance to cover its business operations.
- 25.1.5 If in the reasonable opinion of Control Group, the Monitoring Services are being abused, including but not limited to repeated false activations, without prejudice to any other remedies set out in this Agreement, Control Group may suspend all or part of the Services.