

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SECURITY EQUIPMENT AND SERVICES TO CONSUMERS

These Terms and Conditions ("Conditions") set out the basis on which members of Banham Security (as defined below) will provide our equipment and services to consumers. If you are buying the equipment or services for purposes connected with a business, you are a business customer and our standard Terms and conditions for business customers (a copy of which is available on request) will apply.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the following definitions apply:

"Alarm Receiving Centre" means Banham Security's secure station for monitoring security systems including the Security System;

"Banham Security" means Banhams Patent Locks Limited (registered company number 00457812) and each of its subsidiaries (as defined in section 1159 Companies Act 2006) companies;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when the banks in London are open for business;

"Business Hours" means 9am to 5pm on a Business Day;

"Call-Out" means an instance when we are required to attend the Property, this excludes visits scheduled pursuant to a maintenance plan but includes but is not limited to; response to an alarm activation or a request by you or an Emergency Contact to repair any Equipment outside scheduled maintenance plan visits or attendance with Keys in the event of an emergency lock-out for the purposes of effecting access to the Property;

"Commencement Date" has the meaning set out in clause 3.3;

"Confidential Information" means all information, specifically identified by the disclosing party as confidential at the time of disclosure or is information that a reasonable person would consider from the nature of said information and circumstances to be confidential, including without limitation confidential or proprietary information, trade secrets, data, documents, communications, plans, know-how, formulas, designs, calculations, test results, specimens, drawings, studies, specifications, surveys, photographs, software, processes, programs, reports, maps, models, agreements, ideas, methods, discoveries, inventions, patents, concepts, research, development, and business and financial information.

"Contract" means the contract between you and us for the supply of Equipment and/or Services;

"Customer" means the person or firm who purchases the Equipment and/or Services from us;

"Data Protection Laws" means:

- a) all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party; and
- b) any judicial or administrative interpretation of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority,

in each case, as in force and applicable;

"Deposit" means 50% of the price of the Equipment and the Installation Services, if applicable;

"Emergency Contacts" means the people whom you ask us to contact if there is a break-in or other emergency at the Property;

"Equipment" means the keys, locks, alarm system, CCTV system, or other security equipment or devices (or any part of them) set out in the Order;

"Event Outside Our Control" means any cause materially affecting the performance of our service and of our obligations under the Contract arising from any event or circumstances beyond our reasonable control including acts of God, strikes, lock-outs or other industrial disputes, war, riot, fire, flood, or any natural disaster affecting our service or a third party for which a substitute third party is not reasonably available;

"Expenses" means all expenses incurred by Banham Security in the course of and for the purposes of the provision of the Services including parking and congestion charges;

"Fees" means the fees payable for the Equipment and/or Services as set out in the Proposal;

"Installation Services" means the installation of the Equipment at the Property and **"Install"**, **"Installing"**, **"Installed"** and **"Installation"** shall be interpreted accordingly;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Keyholding Services" means services relating to us holding Keys and making Call-Outs to the Property;

"Keys" means physical keys or electronic devices to the Property;

"Legal Requirement(s)" means all legal and regulatory requirements relating to the Services and/or the Equipment provided;

"Maintenance Services" means services in respect of the maintenance of the Equipment;

"Monitoring Services" means the remote monitoring of the Security System from our Alarm Receiving Centre and **"Monitor"** and **"Monitored"** will be interpreted accordingly;

"National Security Inspectorate" means Insight Certification Limited (company number 02525516) trading as National Security Inspectorate;

"Order" means your order for the supply of Equipment and/or Services, as set out in your written acceptance of the Proposal;

"Personal Data" and **"Processing"** have the meaning given to those terms in the Data Protection Laws (and related terms such as **"Process"** and **"Processed"** shall have corresponding meanings);

"Proposal" means our written proposal or quotation for the supply of the Equipment and/or Services setting out details of the Equipment and/or Services and the applicable charges;

"Property" means your residential property at the address set out in the Proposal;

"Recurring Charges" means the charges payable in respect of the Recurring Services;

"Recurring Services" means services provided on an on-going or recurring basis during the term of the Contract such as Keyholding Services, Maintenance Services and Monitoring Services;

"Remaining Balance" has the meaning set out in **clause 17.2**;

"Security Breach" means any activation of the security system at the protected Property;

"Security System" means your security system at the Property (including any CCTV, intruder alarm, fire alarm or access entry phone systems);

"Services" means the services set out in the Proposal;

"Staff" means our employees, agents, consultants and sub-contractors;

"Supervisory Authority" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering the Data Protection Laws;

"Third Party Fees" means fees payable by Banham Security to third parties relating to the provision of the Services;

"UK GDPR" has the meaning given to it in section 3(10)(as supplemented by section 205(4)) of the Data Protection Act 2018;

"we", "us" or "our" means Banham Security; and

"you" or "your" means the person who purchases the Services or Equipment from Banham Security.

1.2 In these Conditions, unless otherwise expressly stated, the following rules apply:

1.2.1 the headings and sub-headings in these Conditions are for ease of reference only and do not affect the meaning of these Conditions;

1.2.2 words in the singular include the plural and vice versa; and

1.2.3 the masculine includes the feminine and vice versa;

1.2.4 a reference to a clause is to a clause or paragraph of these Conditions;

1.2.5 where examples are given by using words or phrases such as "include", "including" or "in particular", the examples do not restrict the meaning of the related general words;

1.2.6 a reference to these Conditions or to any other document shall include any variation, amendment or supplement made to these Conditions or that other document;

1.2.7 the words **"writing"** and **"written"** shall include any method of reproducing words in a legible and permanent form.

2. ABOUT US

- 2.1 The member of Banham Security named in the Proposal is a private limited company.
- 2.2 If you need to contact the member of Banham Security which is named in the Proposal you can do so by writing to us at 20 Thornsett Road, London, SW18 4EF, telephoning us on 020 7622 5151 or emailing us at sales@banham.com.

3. BASIS OF CONTRACT

- 3.1 Before you place an Order, you should read these Conditions carefully and make sure the Proposal and the Order is complete and accurate. If you think that there are any mistakes in the Proposal, you should contact us to discuss matters.
- 3.2 When you submit the Order, this does not mean that we have accepted it.
- 3.3 The Order will only be accepted when we contact you to tell you that we are able to provide the Equipment and/or Services. At this point and on this date (the **"Commencement Date"**) the Contract will come into existence (and subject to earlier termination in accordance with **clauses** 16, 17 and 18 shall remain in force in accordance with **clauses** 3.4 and 3.5) and these Conditions will be binding on you and us.
- 3.4 The Contract for Recurring Services shall remain in force for a minimum period of 12 months from the Commencement Date (**"Initial Period"**), however, if any additional Installation Services are provided during the course of the Initial Period, then the minimum period shall be extended by a further period of 12 months commencing on the date of completion of the additional Installation Services (**"Extended Initial Period"**).
- 3.5 Not less than four weeks before the end of the Initial Period or Extended Initial Period or Renewal Period as the case may be, Banham Security will give the Customer notice of the date on which the then current Contract period will come to an end along with an invoice for the Fees for Recurring Services for the 12 months following the end of the then current period and if the Customer wishes to renew the Contract for such 12 month period (**"Renewal Period"**) then it shall pay the invoice prior to the commencement of the Renewal Period. If the Customer does not pay such invoice prior to the commencement of the Renewal Period the Contract shall terminate automatically at midnight on the last day before the commencement of the Renewal Period.
- 3.6 The Proposal shall not constitute an offer and is only valid for a period of 90 days from its date of issue.
- 3.7 The Proposal is based on the information you provide in relation to your security requirements, and you should make sure you are satisfied with the contents of the Proposal before you place an Order.
- 3.8 The images and descriptions of our Equipment and Services on our website and other advertising materials are for illustrative purposes only and, although we make every effort to be accurate, your Equipment and/or Services may differ in some respects, including dimensions.
- 3.9 We can make changes to these Conditions from time to time to reflect any changes in Legal Requirements. If we change these Conditions, we will notify you.

4. THE EQUIPMENT

- 4.1 The Equipment is described in the Proposal.
- 4.2 We can amend the specification for the Equipment, if necessary, to comply with Legal Requirements. If we do so we will notify you.
- 4.3 We guarantee that for a period of 12 months from the date of delivery or completion of installation (whichever occurs later), all Equipment (other than Equipment falling within **clause** 4.4) shall:
 - 4.3.1 conform in all material respects with its description in the Proposal (as amended in accordance with **clause** 4.2); and
 - 4.3.2 be free from material defects in design, material and workmanship.
- 4.4 We guarantee that for a period of 2 years from date of delivery or date of completion of the installation (whichever occurs later), locks and door furniture manufactured by Banham Security and/or new doors supplied (where they are supplied with doorframes) shall:
 - 4.4.1 conform in all material respects with its description in the Proposal (as amended in accordance with **clause** 4.2); and
 - 4.4.2 be free from material defects in design, material and workmanship.
- 4.5 Any guarantee provided pursuant to **clauses** 4.3 and 4.4 will not apply to any defects that arise from or are related to:
 - 4.5.1 fair wear and tear;

- 4.5.2 wilful damage, abnormal storage or working conditions, accident or negligence by you or a third party;
 - 4.5.3 any alteration or repair by you or by a third party who is not one of our authorised repairers;
 - 4.5.4 shrinkage or expansion causing a bow or twist of up to 6mm caused by the effect of atmospheric conditions on the properties naturally inherent to the natural materials used for manufacture;
 - 4.5.5 failure to paint a door within 3 days of installation;
 - 4.5.6 the paint finish on any door (please note, doors subject to direct sunlight painted in darker colours will absorb significantly more heat and will therefore be more susceptible to increased movement as such Banham Security advises against the use of darker colours and will not be liable for movement above 6mm resulting from increased heat absorption due the colour of paint used);
 - 4.5.7 you failing to use the Equipment in accordance with our instructions;
 - 4.5.8 door furniture installed in coastal, marine or other salt-water environments; and
 - 4.5.9 door furniture with an ebony bronze finish, which is a living finish and may change over time (this is not a fault of the finish).
- 4.6 In addition to your rights under **clause 4.3** and **clause 4.4**, if at any time any fault arises in any Equipment that has been continuously Monitored by us under our full police response Monitoring Service and/or you continuously subscribe to our Alarm Response Keyholding Services, we will replace or repair such Equipment at no additional charge to you except in respect of our reasonable labour charges.
- 4.7 We will not be responsible for the effects of the Equipment on your other devices or for the quality of Wi-Fi camera images and you shall bear all responsibility for ensuring that image capture quality continues to meet the requirements of the original design.
- 4.8 We will not be responsible for any failure of equipment due to changes to the environment in which it was installed. This includes electrical and wireless signal interference.
- 4.9 We shall have no liability in respect of any third-party devices which may triggered by a Banham Security manufactured intruder alarm system unless that system is supplied and installed by us.
- 4.10 Where a fire alarm system is supplied by us based on designs provided by you or any third party on your behalf, we shall have no liability arising out of or connected to missing detection points where these were missing from such designs and if you refuse to pay for any additional equipment required to correct such omissions then these will be noted as variations and may result in the design category of the system being downgraded.
- 4.11 The guarantees set out in these Conditions are in addition to and do not affect your legal rights in relation to Equipment which is faulty or not as described. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards Office.
- 4.12 We may from time to time in the course of Installing, Monitoring or Maintaining the Equipment, recommend that additional security equipment is necessary to ensure the proper functioning of your Security System. You agree that:
- 4.12.1 the supply by us of any such additional equipment will be on and subject to these Conditions;
 - 4.12.2 if you choose not to purchase any such additional equipment, the Security System may not operate to maximum effect; and
 - 4.12.3 the Monitoring and/or Maintenance by us of any such additional equipment will be subject to you paying any increase in our Fees for those Services that we have notified to you prior to accepting your Order for that equipment.
 - 4.12.4 Where the Equipment includes the ability to remote control that Equipment via the Banham SmartAlarm+ mobile application software ("App"), the App is supplied to you by Pyronix Limited ("Pyronix") and your use of the App shall be governed by Pyronix's end user licence agreement for the App, including where applicable Pyronix's additional terms governing access to the Pyronixcloud service and we shall have no liability to you arising from your use of the App or the Pyronixcloud service.

5. DELIVERY OF EQUIPMENT

- 5.1 If we have agreed in writing to Install the Equipment or deliver it to you at the Property, then delivery of the Equipment will be made by us or by an approved representative delivering it to the Property. In all other cases, delivery will be made by you or your authorised representative collecting the Equipment from us.
- 5.2 Following our acceptance of your Order, we will contact you with an estimated delivery date which will be within 30 days of us accepting the Order unless you and we have agreed a different delivery deadline.
- 5.3 We will use our reasonable efforts to meet the estimated delivery date but occasionally delivery may be affected by an Event Outside Our Control.
- 5.4 If we have agreed to deliver the Equipment to the Property, you must ensure that someone is available at the Property to take delivery. If no one is available to take delivery, we may take the Equipment back, in which case you should contact us to rearrange delivery and you may have to pay additional delivery charges.
- 5.5 If we miss the deadline for delivery of the Equipment, then you may cancel the Order if:
 - 5.5.1 we have refused to deliver the Equipment;
 - 5.5.2 delivery within the deadline was essential (taking into account all the relevant circumstances); or
 - 5.5.3 you told us before we accepted the Order that delivery within the delivery deadline was essential.
- 5.6 If we miss the delivery deadline and you do not wish to cancel or you do not have the right to do so, we can agree a new delivery deadline and you can cancel if we do not meet the new deadline.
- 5.7 The Equipment will be your responsibility once it has been delivered to you or collected from us, as the case may be.

6. TITLE AND RISK

- 6.1 The risk in the Equipment shall pass to you on completion of delivery in accordance with **clause 5**.
- 6.2 Ownership of the Equipment shall not pass to you until we receive payment in full (in cash or cleared funds) for the Equipment, or the Installation Services (if applicable).
- 6.3 We will provide you with a certificate of compliance from the National Security Inspectorate (where appropriate if the applicable standards have been met) for the Equipment as long as:
 - 6.3.1 you have agreed to purchase Maintenance Services from us for a period of not less than 12 months from delivery of the Equipment; and
 - 6.3.2 you have paid our invoices for the Equipment, the Installation Services and 12 months' Maintenance Services.

7. SUPPLY OF SERVICES

- 7.1 We will supply the Services to you on the dates and at the times set out in the Proposal or otherwise agreed between us verbally or in writing.
- 7.2 We will use our reasonable efforts to complete the Services on the date and at the times agreed between us but there may be delays due to an Event Outside Our Control.
- 7.3 Your Services will be supplied by Banham Security and only in limited circumstances (in particular, but without limitation, the circumstances set out in **clause 7.6**) by an approved representative. We will always notify you before sharing your Personal Data with any approved representatives.
- 7.4 In relation to each Call-Out you agree that:
 - 7.4.1 We operate a shared service and shall attend the Property within a reasonable time of receiving a request to do so, but we cannot guarantee the timescale for our attendance;
 - 7.4.2 We may not enter the Property if the Call-Out relates to a suspected break in or other criminal activity;
 - 7.4.3 We may contact the emergency services and/or your Emergency Contacts if, in our reasonable discretion, it is necessary or beneficial to do so;
 - 7.4.4 We may allow the emergency services and/or your Emergency Contacts access to the property;
 - 7.4.5 If the circumstances of the Call-Out warrant the response being carried out by more than one member of Staff to ensure their safety, we can increase our charges proportionately;
 - 7.4.6 If the police or one of the Emergency Contacts are not in attendance at the Property, we will, except where our staff attending the Call-Out is of the reasonable opinion that it is not safe to do so:
 - (a) enter the Property;

- (b) de-activate and/or re-set the alarm at the Property following activation;
- (c) investigate the cause of the alarm at the Property being activated; and
- (d) arrange for emergency repairs to be carried out at your expense if we reasonably consider that repairs are necessary to secure the Property;

7.4.7 we will not remain at the Property for any longer than 4 hours unless, in our discretion, we consider it appropriate to do so;

7.4.8 If it is not possible to de-activate and/or re-set the alarm at the Property we will request the attendance at the Property of your alarm supplier but if it fails to attend within 4 hours or declares the alarm inoperative, we will attempt to refer the matter to one of your Emergency Contacts; and

7.4.9 You will co-operate with us in our performance of the services and use all reasonable endeavors to assist us and provide any assistance or information as may be reasonably required by us to resolve any reported issues relating to Equipment or user error without delay to avoid unnecessary return attendances from us. We reserve the right to review the Contract and/or increase the Fees should any reported issues not be resolved due to your failure to comply with your obligations under this **clause** 7.4.10.

7.5 If you request a repair Call-Out outside of your scheduled maintenance visits this will be charged in line with our current rates.

7.6 Where you request a Call-Out outside of Business Hours, then you agree that we may sub-contract any such Call-Out to a third party contractor, such contractor may not have access to our databases and thus may not be able to confirm whether your Equipment is within its warranty period and in such circumstances you may be asked to pay an up-front charge in order for the contractor to attend the Call-Out, where your Equipment is within its warranty period we will refund such charge.

8. CONSUMER'S OBLIGATIONS

8.1 You will:

- 8.1.1 ensure that the terms of the Order are complete and accurate;
- 8.1.2 co-operate with us in performance of the Services and provide any assistance or information as may reasonably be required by us to facilitate the performance of the Services;
- 8.1.3 provide us, our employees, agents, consultants and subcontractors, with access to your property, accommodation and other facilities on the date and time agreed and arrange for easy access to all working areas and surfaces necessary as reasonably required by us in order to provide the Services and take reasonable care to ensure the safety of our personnel and/or representatives;
- 8.1.4 ensure that the Property is prepared for the Services and or equipment in the manner described in the Proposal, including by carrying out any alterations required;
- 8.1.5 supply adjacent to any electrical control unit a non-switched fuse 240v spur outlet, unless our engineer has been requested to fit this device by you and this has been included in the Order;
- 8.1.6 advise us of the existence of concealed water, gas, electricity, telephone or other services (if any known about) and point out to the installation engineer their location before the Installation Services begin. We will use reasonable skill and care in identifying any concealed services not so pointed out and we will only be liable for damage to those services or for resulting damage to the extent that we do not take such reasonable care. We will not be liable for damage to glass concealed within windows and doors which are not of a standard construction;
- 8.1.7 be responsible for the lifting of floorboards or floor coverings other than carpets, we will not be responsible for any damage resulting from the lifting and re-fitting of carpets;
- 8.1.8 inform us of any potential hazards at or changes to the Property and provide any protective equipment necessitated by such hazards;

- 8.1.9 obtain any applicable licences or consents necessary to the Services (including, if relevant, the consent of your landlord);
- 8.1.10 comply with other requirements described in the Proposal;
- 8.1.11 ensure that appropriate environmental conditions are maintained for the Equipment and/or Services and shall ensure that such Equipment and/or Services are housed, operated in a proper manner in accordance with our and/or the applicable manufacturer's instructions.
- 8.1.12 where appropriate, nominate an authorised representative to be available to liaise with, and respond to queries from us in respect of the provision of Services and the supply of Equipment (for example, in respect of the provision of Services, as to the resolution of conflicting priorities between two or more items of support or maintenance);
- 8.1.13 ensure that the Equipment and/or Service (or any part thereof) are:
 - (a) not modified without our prior written approval (which shall not be unreasonably withheld or delayed);
 - (b) not subjected to excessive physical and/or electrical stress, accident, neglect, misuse or other damage;
 - (c) not used in conjunction with any software, magnetic-media, accessory or consumable which does not meet with our or the relevant Vendor's specifications, or which are defective;
 - (d) not attached to any object, repaired or reinstalled without our prior written approval, (which shall not be unreasonably withheld or delayed); or
 - (e) maintained according to the care of finishes instructions provided with the Equipment,

in the event that the Equipment and/or Services are subjected to any of the acts set out in **clauses** 8.1.13(a) to 8.1.13(d) (inclusive) or not maintained in accordance with sub-clause (e) we reserve the right to charge for any remedial action required on a time and materials basis, in accordance with our then current rates from time to time in force.
- 8.1.14 promptly report to us any faults in the Equipment, including actioning any issues with internet service and network providers for continued operation of any local area network or Wi-Fi service;
- 8.1.15 at your own expense, execute all documents and do all acts and things reasonably required by us to give effect to the terms of the Contract and shall provide access to all information and documentation which is within its possession which is reasonably required by us to enable it to fulfil its obligations hereunder; and
- 8.1.16 provide to us in a timely manner all data, information and documentation reasonably required by us (as well as answers to queries and decisions, reasonably requested by us) to enable us to perform our obligations under the Contract and will ensure that such data, information and documentation is complete and accurate.
- 8.2 If we cannot perform the Services because you do not comply with your obligations under these Conditions, then we can suspend the Services without liability to you and/or make an additional charge of a reasonable sum to cover any extra work that is required.
- 8.3 If you do not pay us for the Services when you are supposed to then we can suspend the Services including without limitation disabling access to the App until you have paid us the outstanding amounts. If having had the Services suspended, you subsequently pay all outstanding amounts we will use reasonable endeavours to reinstate the Services within 48 hours of receipt of payment and you shall have no claim of whatever nature in respect of the non-availability of the Services during such 48-hour period.
- 8.4 If our performance of any of our obligations in respect of the Services and/or Equipment is prevented or delayed by any act or omission by you or failure or delay by you to perform any relevant obligation ("**Client Default**"):
 - 8.4.1 we shall have the right, without limiting our other rights or remedies, to suspend performance of the Services until you have remedied the Client Default, and we may rely on the Client Default to relieve us from the performance of any of our obligations to the extent the Client Default prevents or delays our performance of any of our obligations under a Contract;
 - 8.4.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from your failure or delay to perform any of your obligations as set out in this **clause** 8 and you shall reimburse us on written demand for any costs or losses sustained

or incurred by us arising directly or indirectly from a Client Default.

- 8.5 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Conditions will affect these legal rights.

9. MONITORING AND MAINTENANCE SERVICES

- 9.1 **Clause** 9.2 will apply to the Contract if and to the extent that we have agreed to provide Monitoring Services and **clause** 9.3 will apply to the Contract if and to the extent that we have agreed to provide Maintenance Services.
- 9.2 You agree that:
- 9.2.1 a suitable local area network (“**LAN**”) where applicable is available and operational at the Premises for monitoring by the installation of a communication device, including either dual or single path or GPRS only communication, prior to Installation and throughout the period of the Contract. Failure to do so will result in Banham Security Monitoring the Security System without proper signaling, which may cause repeated fault signals to be notified, including the failure or intermittent loss of any GPRS or IP signal;
 - 9.2.2 in the case of single path communication any prolonged interference with the LAN or Wi-Fi connection (including power outages) will result in missed signals to the Alarm Receiving Centre and Banham Security shall have no liability for any delay in the reporting of any emergency device signals including fire detection, panic alarms / hold up buttons and water leak detection resulting from such interference;
 - 9.2.3 we use non-geographical phone numbers for our communication receivers, and you are responsible for meeting the cost of the additional charges, if any, made by your supplier of telephone and internet connection services as a result of their use in connection with the Monitoring Services;
 - 9.2.4 if changes to the environment at the Property (such as the overgrowing of trees) cause the Security System to be falsely activated, we will ask you remedy the situation and, if you fail to do so, we will be entitled to disconnect the relevant part of the Security System without liability to you;
 - 9.2.5 we may at any time request the emergency services or your Emergency Contacts to attend the Property if we reasonably consider that there is a threat to any person or are obliged to do so by any Legal Requirement;
 - 9.2.6 we cannot guarantee that the emergency services or the Emergency Contacts will respond as you would want them to if we report a problem at the Property;
 - 9.2.7 our Alarm Receiving Centre (“ARC”) will attempt to call site on receipt of an activation of a Personal Attack/Hold Up Alarm, unless otherwise instructed in writing by you to contact the Police (if response is lost due to false alarms, the Police may seek further forms of confirmation);
 - 9.2.8 the functioning of the Security System may be affected by changes to the layout of the Property and you should notify us of any changes so that we can advise on whether any additions or amendments to your Security System are required;
 - 9.2.9 we do not guarantee that your use of the Monitoring Services will be uninterrupted or error free and we will not be responsible for our failure to provide the adequate Monitoring Services or our poor performance of the Monitoring Services or any other loss or damage if that failure or poor performance results from:
 - (a) defects in any parts of the Security System which have not been supplied by us;
 - (b) a defect in the Equipment caused by any of the factors described in **clause** 4.5; or
 - (c) the signal from your Security System failing or being interrupted as a result of a power failure or problem with the telephone or internet connection or wireless transmissions of the equipment at the Property; or
 - (d) the storage of your data on servers or the transfer of data over communications networks and facilities (including the internet) owned or operated by third parties and you acknowledge that the

Services may be subject to limitations, delays and other problems inherent in the use of such third-party servers or communications facilities;

- 9.2.10 we will perform a line test on the Security Equipment once in every 24 hour period and as such you acknowledge that it may take up to 24 hours for a fault in the Security System to be notified to us and you agree that we shall have no liability to you in respect of any losses, claims, demands, damages, costs and expenses arising solely by reason of the lapse of time between the fault occurring and the next line test.

9.3 You agree that:

- 9.3.1 as part of the Maintenance Services we will visit the Property on an annual basis to carry out a full system check and change batteries, if we are unable to access the Property at the scheduled time on the scheduled date you may re-book the visit at no extra charge provided you make such booking within 24 hours of the original scheduled visit, after this time, the visit will be deemed to have been completed and will be closed on our system, however, in the event that you have denied us access to the Property and you do not re-book within 24 hours you shall not be entitled to any refund of any payment made in respect of the original scheduled visit;
- 9.3.2 any maintenance visits missed due to our default can be re-booked at no extra charge to you, however, if this is not possible or acceptable to you, we will reimburse one third of the annual maintenance contract Fees;

10. KEYHOLDING SERVICES

- 10.1 This **clause** 10 applies to the Contract if and to the extent that we have agreed to provide Keyholding Services.

10.2 You agree in relation to our holding of Keys that:

- 10.2.1 we shall hold the Keys received from you for the Property;
- 10.2.2 the Keys shall be kept sealed in a secured key room, in accordance with BS 7984-1:2016 (Keyholding and Response Services), that all procedures relating to this Contract are regulated by the same standard and that in some cases, Keys will be held using mobile response units secured in compliance with BS 7984-1:2016;
- 10.2.3 you will provide us with the correct Keys and/or any necessary codes required to gain access to the Property to enable us to perform our obligations under the Contract;
- 10.2.4 you may request delivery of the Keys or our attendance at any time at the cost shown in the Proposal;
- 10.2.5 you may request duplicates of the Keys at any time during Business Hours;
- 10.2.6 subject to **clauses** 10.2.8 and 10.2.9, you can collect the Keys from us at any time during Business Hours;
- 10.2.7 you must inform us as soon as possible of any changes that might affect our performance of the Keyholding Services (including changes to the layout of or locks at the property or to the contact details for you or your Emergency Contacts);
- 10.2.8 Keys which are not collected from us within 3 months of the Contract ending will be destroyed;
- 10.2.9 we can refuse to give Keys back to you until all outstanding payments due to us from you have been paid;
- 10.2.10 you will not hold us liable for being unable to gain access to the Property due to the incorrect Keys or codes being provided by you;
- 10.2.11 we will not accept liability for the loss or damage of items whilst being transported or delivered at your request;
- 10.2.12 If we lose the Keys, we will notify you and arrange for the locks to be changed at our expense as soon as possible, and in any event within 5 days of us notifying you. If we are unable to replace the locks within this period we will let you know, following which you may

arrange for the locks to be changed at our expense provided: (a) the replacement locks are the same, or are similar in design, functionality, specification, and cost of the original locks, and (b) you replace the locks within 5 days of us letting you know that we are unable to replace the locks.

10.2.13 We will not be responsible for any loss that arises as a result of us losing any Keys where such loss occurs on or after day 6 from:

- (a) the date we tell you we are not able to change the locks; or
- (b) the date we change the locks,
whichever occurs first; and

10.2.14 we will start providing the Keyholding Services from the date on which you first make the Keys available to us.

10.3 You agree that in providing the Keyholding Services we will not under any circumstances do or commit to do anything that would amount to us assuming the powers of the Police.

11. INSTALLATION SERVICES

11.1 If we provide Installation Services to you, you agree that:

11.1.1 you must prepare the Property in the manner described and using the materials recommended in the Proposal before we commence the Installation Services and that in the event of you failing to prepare the Property or to use the recommended materials, we shall not be responsible to you for any loss, damage, cost, expense, claim, demand or proceedings arising out of or connected to such failure;

11.1.2 the operation of the Security System may be interrupted or prevented during the carrying out of the Installation Services;

11.1.3 where applicable, you should advise your insurers of the existing system being non-functional whilst works are undertaken and make alternative security arrangements for the duration of the works;

11.1.4 we will only be able to reuse parts of your existing Security System or other equipment if they are compatible with the Equipment and in good working order and you may have to replace any parts or equipment that do not meet these criteria including cable and;

11.1.5 the locations indicated in the Proposal for the installation of the Equipment are provisional only and, if our installers recommend relocating the Equipment to alternative locations, you will not unreasonably withhold your consent;

11.1.6 we will not be responsible for any conduit or containment unless specifically documented in the proposal, including redecoration or making good/civil works.

11.1.7 apart from damage, which is caused by our negligence, we will not be liable to make good any damage to the Property or any third-party equipment resulting from the Installation Services and for the avoidance of doubt, Banham Security shall in no circumstances have any liability for damage caused to concealed services, floor coverings or other décor within the Property;

11.1.8 in the event that you cancel the Installation Services less than 24 hours before the start date, or our personnel arrive at the Property on the start date for the Installation Services agreed with you and due to your act or omission we are prevented from commencing the Installation Services you:

- (a) shall be responsible for reimbursing us upon request all of our wasted costs reasonably incurred in attending at the Property; and
- (b) shall be responsible for arranging a new start date for the Installation Services with us; and
- (c) agree that we shall have no liability of whatever nature arising from or connected to any subsequent failure to complete the Installation Services in accordance with the

original programme agreed between the parties.

- 11.2 In the event you believe the Installation Services have not been provided with reasonable skill and care (“**Standard**”) or due to our negligence we have caused damage to the Property or any third party equipment, you shall notify us within five Business Days of the failure or damage coming to your attention following which we will investigate the alleged failure or damage (and you will provide all reasonable assistance required by us to carry out such investigation including providing access to the Property) and if in our opinion (acting reasonably) the Installation Services do not comply with the Standard (“**Failed Services**”) or the damage is our responsibility as set out in **clauses** 11.1.7 and 15.3 (“**Agreed Damage**”) we will in respect of Failed Services at our option re-perform the Failed Services so that they comply with the Standard or refund the charges for such Services and in respect of Agreed Damage we will repair the damage or arrange for the damage to be repaired at our cost. The remedies set out in this **clause** 11.2 are your sole remedies in respect of Failed Services or Agreed Damage and if you fail to notify us as required by this **clause** 11.2 and/or arrange for a third party to re-perform the Installation Services or repair the damage to the Property or third party equipment without our prior written consent and agreement to the cost, we will have no liability to re-perform the Installation Services, repair the damage or reimburse any of the costs, charges or expenses of the employed third party incurred by the Customer

12. CHARGES AND PAYMENT

- 12.1 The price of the Equipment and the Services shall be as set out in the Proposal or, if none are quoted, in our published price list at the time you place the Order, subject to any increases we agree from time to time.
- 12.2 The Fees are exclusive of all costs and charges of packaging, insurance, transport of the Equipment (“**Costs**”), Third Party Fees and Expenses the price of which will be set out separately in the Proposal and shall be invoiced separately in accordance with **clause** 12.6 and payable by the Customer in accordance with **clause** 12.9.
- 12.3 Our prices will include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, we will adjust the rate of VAT that you pay, unless you have already paid for the Equipment and/or Services in full before the change in the rate of VAT takes effect.
- 12.4 You must pay the Deposit upon placement of the Order except where you have chosen to pay by instalments by way of direct debit in which case the Deposit shall be payable as part of the instalments. Where you have chosen to pay by direct debit monthly instalments but then cancel the Order prior to completion of the Installation Services, for the purposes of **clause** 17.5 we will take the Deposit from the direct debit mandated account.
- 12.5 We may invoice you for the balance of the price (or the entire price where payment is by direct debit instalments) of the Equipment and Installation Services any time during stages of the installation or after we complete the Installation Services.
- 12.6 We will invoice you for Recurring Services, Costs, Third Party Fees and Expenses at the times and in the amounts set out in the Proposal (where there is an Extended Initial Period in accordance with **clause** 3.4, all Contract billing will be aligned to this new period).
- 12.7 In addition to our other rights under these Conditions to increase our charges, we can increase our charges for Recurring Services once in any 12-month period.
- 12.8 In addition to **clause** 12.7, Recurring Charges may also increase in the event that additional Equipment is installed at the premises.
- 12.9 You shall pay each invoice submitted by us within 7 days of the date of invoice in the case of service call outs and in all other cases within 30 days of the date of invoice in full and cleared funds to a bank account nominated in writing by us or via any other payment method approved by us and time for payment shall be of the essence of the Contract. Where you have provided us with a direct debit bank mandate, we will take payment of its invoices automatically 7 or 30 days after the date of the invoice as appropriate. Subject to setting up a direct debit mandate in our favour, you may pay invoices in monthly instalments and your designated account will be charged automatically each month following completion of the Installation Services.
- 12.10 If you do not pay us when you are supposed to then we will charge you interest on the overdue amount at the rate of 8% above the base rate from time to time of our main bank in the United Kingdom. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You must pay the interest together with the overdue amount. In the event that you cancel your direct debit before all instalments have been paid, all remaining instalments shall immediately become due and payable, and the total outstanding balance shall be subject to interest in accordance with this **clause** 12.10.
- 12.11 However, if you dispute one of our invoices in good faith and you let us know promptly after you have received an invoice that you dispute it, we will not charge you interest until we have made reasonable efforts to resolve the dispute with you.
- 12.12 The Proposal is provided to you in line with the information given to us by you at the time of survey. Any Orders placed are in accordance with that information and any variation to the Property or environment after the point of Order, which may result in a change of the Proposal, will be chargeable by us. You may also by written notice to us, at any time, request a variation to the specification. In the event that we agree to any variation, the charges shall be subject to fair and reasonable adjustment to be agreed in writing between you and us.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 All Intellectual Property Rights in the Equipment and all Intellectual Property Rights arising out of or in connection with the Services shall be owned by us.
- 13.2 You acknowledge that, in respect of any third-party Intellectual Property Rights in the Services and/or Equipment, your use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.

14. CONFIDENTIALITY

- 14.1 Each party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the business or affairs of the other party which may have or may in future come to its knowledge and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters.

15. OUR LIABILITY TO YOU

- 15.1 We are responsible to you for any loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence, but we are not responsible for loss or damage which is caused by other factors. Loss or damage is foreseeable if it is an obvious result or if the possibility of it was known to you and us when we entered into the Contract.
- 15.2 We do not warrant or guarantee that the provision of the Equipment and/or Services will eliminate the possibility of break-ins at the Property or remove the requirement for you to insure the Property.
- 15.3 When performing the Installation Services, we will make good any damage to the Property which is caused by our negligence or failure to comply with these Conditions, but we will not be responsible for repairing existing faults or making good any damage which is an unavoidable result of the Installation Services and which we have advised you could result.
- 15.4 We understand that the Property is used solely as a private residence and we will not be responsible to you for any loss of profit, loss of business, business interruption or loss of business opportunity in relation to the Equipment and/or the Services.
- 15.5 Subject to **clauses** 11.1.8(c) and 15.6, the entire liability of us arising out of or in connection with the supply, non-supply or delay in supplying the Equipment and Services, or otherwise in connection with the Contract, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited to a sum equivalent to the Fees paid by you under the Contract in the 12 months immediately preceding the date the liability arose.
- 15.6 We do not in any way limit or exclude our liability to you where it would be unlawful to do so including liability for:
 - 15.6.1 death or personal injury resulting from negligence;
 - 15.6.2 breach of any of the provisions of the Consumer Rights Act 2015 referred to in sections 31 and 57 of that act (advice about your rights under the Consumer Rights Act 2015 is available from your local Citizens Advice Bureau or Trading Standards Office);
 - 15.6.3 defective products under the Consumer Protection Act 1987;
 - 15.6.4 Personal Data Breaches under the Data Protection Act 2018; or
 - 15.6.5 fraud or deceit.
- 15.7 This **clause** 15 shall survive termination of the Contract.

16. TERMINATION

- 16.1 This clause applies if:
 - 16.1.1 the Order was placed and/or accepted during a meeting between us at a location which is not our business premises (for example, at the Property);
 - 16.1.2 you placed the Order immediately after a meeting between us that took place away from our business premises; or
 - 16.1.3 you placed and we accepted the Order by post, email, telephone or any other means of communication that did not involve a face-to-face meeting.
- 16.2 Except as described in **clause** 16.10, you have a legal right to cancel the Contract during the period set out in **clause** 16.3 (the "**Cancellation Period**"). During the Cancellation Period, if you change your mind or decide for any other reason that you do not want to proceed with the Contract, you can notify us of your decision to

cancel.

- 16.3 Your legal right to cancel the Contract starts on the “**Commencement Date**” and the Cancellation Period depends on whether the Contract is for Equipment and/or Services as set out in the table below:

Your Contract	End of the Cancellation Period
Your contract is for the supply of Equipment or Equipment and Services	14 days after the delivery of the Equipment
Your contract is for the supply of Services only.	14 days after the Commencement Date.

- 16.4 To exercise the right to cancel, you must inform us of your decision to cancel by a clear statement in writing by letter or email.

- 16.5 We will not start providing the Services until the end of the cancellation period unless you expressly ask us to do so verbally or in writing. Any confirmation of an order for bespoke services, such as made to measure doors, bespoke locks, keys, gates etc. that meet your specific requirements will be processed to meet your confirmed installation date unless otherwise confirmed by you.

- 16.6 We will start providing Keyholding Services as per **clause** 10.2.14 unless you expressly ask us not to do so verbally or in writing and;

- 16.7 If you cancel the Contract during the cancellation period, then we will refund to you all payments received (including the cost of delivery of the Equipment) except that:

16.7.1 if, at your request, we have provided Services during the Cancellation Period, we can charge you a reasonable sum for the Services provided (which, if we have completed the Services before you inform us that you wish to cancel, will be the full price for the Services); and

16.7.2 we can deduct from the refund the loss of the value in any Equipment supplied if the loss is the result of unnecessary handling by you.

- 16.8 If you cancel the Contract, you must pay for the removal and return to us of any Equipment we have provided to you.

- 16.9 We will pay you the refund referred to in **clause** 16.7 not later than:

16.9.1 14 days from the date on which you return the Equipment to us; or

16.9.2 (if earlier) 14 days after the day you provide evidence that you have returned the Equipment to us; or

16.9.3 if no Equipment has been supplied to you, 14 days after the date on which we are informed of your decision to cancel the Contract.

- 16.10 The right to cancel under this clause does not exist in relation to Equipment which:

16.10.1 has been made to your specification, for example in relation to Keys to fit your existing locks; or

16.10.2 by its nature, becomes inseparably mixed with other items after delivery.

17. YOUR OTHER CANCELLATION RIGHTS.

- 17.1 The rights set out in this **clause** 17 are in addition to your rights under **clause** 16.

- 17.2 You may cancel the Contract in relation to Recurring Services by giving not less than 5 Business Days' written notice. If you cancel within the Initial Period or Extended Initial Period, except as set out in **clause** 17.3, there will be no refund or credit owed to you for any sums you have paid in advance for the Recurring Services in respect of the period from the date of termination to the expiry of the Initial Period or Extended Initial Period as appropriate (“**Remaining Balance**”).

- 17.3 Where you are moving from one property to another and have entered into a new Contract for Recurring Services in respect of the new property prior to termination in accordance with **clause** 17.2, then the Remaining Balance will be credited to the new Contract.

- 17.4 You may cancel the Contract at any time with immediate effect by giving us written notice if we:

17.4.1 break the Contract in any material way and do not correct the situation within 14 days of you asking us to do so;

- 17.4.2 go into liquidation or a receiver or an administrator is appointed over our assets;
 - 17.4.3 change these Conditions under **clause 3.9** to your material disadvantage; or
 - 17.4.4 are affected by an Event Outside Our Control which prevents us from delivering the Equipment or providing the Services.
- 17.5 You may cancel or change the specification of Installation Services and any Order of Equipment by giving us written notice. However, in the event of cancellation, we will retain the Deposit except in the case of cancellation of an Order for non-bespoke Equipment which is made more than 48 hours before the agreed Installation Date

18. OUR CANCELLATION RIGHTS

- 18.1 We may cancel the Order before the delivery of the Equipment or commencement of the Services if an Event Outside Our Control or unavailability of stock, materials or personnel prevents us from performing our obligations in which case:
- 18.1.1 we will notify you promptly; and
 - 18.1.2 if you have made any payments in advance for the Equipment or the Services, we will refund these to you.
- 18.2 We may cancel the Contract in relation to any Services to be performed on an ongoing or recurring basis by giving you not less than 5 days written notice.
- 18.3 We may cancel the Contract at any time if:
- 18.3.1 you do not pay us when you are supposed to; or
 - 18.3.2 you break the Contract in any other material way and do not correct the situation within 14 days of us asking you to do so.

19. EVENTS OUTSIDE OUR CONTROL

- 19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Conditions that is caused by an Event Outside Our Control.
- 19.2 If an Event Outside Our Control takes place that affects our performance of our obligations under the Contract:
- 19.2.1 we will notify you as soon as possible;
 - 19.2.2 our obligations under the Contract will be suspended and the time for performance of those obligations extended for the duration of the Event Outside Our Control;
 - 19.2.3 if delivery of the Equipment or performance of the Services has been affected, we will rearrange delivery and/or restart the Services as soon as possible when the Event Outside Our Control is over;
 - 19.2.4 you will not have to pay us during any period when we are not performing the Services.
- 19.3 If an Event Outside Our Control takes place which prevents us from providing the Services and/or the Equipment, you can cancel the Contract in which case we will refund to you any sums you have paid in respect of Equipment not delivered or Services not performed.

20. DATA PROTECTION

- 20.1 We will use the Personal Data you provide to us:
- 20.1.1 to supply the Equipment and Services to you;
 - 20.1.2 to process your payment for the Equipment and Services; and
 - 20.1.3 if you agreed to this during the Order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 20.2 Where we extend credit to you for the Equipment, we will undertake a credit check with credit reference agencies, and they may keep a record of any search that they do.
- 20.3 We will only share your personal information with other third parties where there is a legal obligation to do so, where it is necessary for the fulfilment of this contract or for the protection of your vital interests or where you have given us consent to do so.
- 20.4 Any Personal Data which you provide will be processed and stored by us in accordance with the policies outlined in our privacy notice which can be accessed at <https://www.banham.co.uk/privacy-promise/>.

- 20.5 Any Personal Data which you provide in the course of using the Pyronixcloud service will be processed in accordance with the policies outlined in the Pyronixcloud privacy notice which can be found at <https://www.pyronixcloud.com/privacy-policy>.

21. GENERAL

- 21.1 We may transfer our rights and obligations under these Conditions to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Conditions.
- 21.2 You may transfer the guarantee given under these Conditions in relation to the Equipment to any purchaser of the Property who acquires the Equipment from you. You may only transfer your rights or obligations to any other person if we agree.
- 21.3 The Contract is between you and us only and no other person may enforce it.
- 21.4 Each of the clauses in these Conditions operates separately and if any court or other relevant authority decides that they are unlawful the remaining clauses will remain in full force and effect.
- 21.5 If we fail to insist that you perform any of your obligations under these Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 21.6 These Conditions are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.