

## STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF KEYHOLDING SERVICES TO CONSUMERS

These Terms and Conditions ("**Conditions**") set out the basis on which Banham Security (as defined below) will provide our Services to consumers. If you are buying the 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:

**"Banham Security"** means CMS Keyholding Limited, trading as Banham Security (registered company number 2406553) and/or its subsidiary (as defined in section 1159 Companies Act 2006) as set out in the Order;

**"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 includes but is not limited to; either in response to an alarm activation or a request by you or your Emergency Contact;

**"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 Services;

**"Customer"** means the person or firm who purchases the Services from us;

**"Data Protection Laws"** means any law, enactment, regulation, regulatory policy, by law, ordinance or subordinate legislation relating to the processing, privacy, and use of Personal Data, that applies to the provision of the Services, including:

a) the Data Protection Act 2018; 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;

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

**"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;

**"Keys"** means keys or devices to the Property;

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

**"Order"** means your order for the supply of 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 Services"** means Keyholding services provided on an on-going or recurring basis during the term of the Contract;

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

**"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;

**"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 If you need to contact us you can do so by writing to us at 20 Thornsett Road, London, SW18 4EF, telephoning us on 020 7627 0344 or emailing us at [keyholding@banham.com](mailto:keyholding@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 Services. At this point and on this date (the **"Commencement Date"**) the Contract will come into existence and these Conditions will be binding on you and us.

3.4 The Proposal shall not constitute an offer and is only valid for a period of 90 days from its date of issue.

3.5 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.

3.6 The images and descriptions of our Services on our website and other advertising materials are for illustrative purposes only and, although we make every effort to be accurate, your Services may differ in some respects, including dimensions.

3.7 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. SUBSCRIPTION

4.1 You hereby request us to carry out the Services from the date set out in the Order (the **"Commencement Date"**) for the Fees.

4.2 The Contract for the Services shall remain in force for a minimum period of 12 months from the Commencement Date and thereafter from year to year unless either party terminates the Contract by giving 1 month's written notice to the other.

4.3 We shall hold the Keys received from you for the Property.

4.4 We shall on receipt of a request attend the Property and allow access to any police or fire officer or any of the Emergency Contacts.

## 5. SUPPLY OF SERVICES

- 5.1 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.
- 5.2 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.
- 5.3 Your Services will be supplied by Banham Security and only in limited circumstances by an approved representative. We will always notify you before sharing your Personal Data with any approved representatives.

## 6. CUSTOMER'S OBLIGATIONS

- 6.1 You will:
  - 6.1.1 ensure that the terms of the Order are complete and accurate;
  - 6.1.2 co-operate with us in its performance of the Services and provide any assistance or information as may reasonably be required by us to facilitate the performance of the Services;
  - 6.1.3 provide our Staff with unrestricted access to the Property and any other facilities that we reasonably require to complete the Services and take reasonable care to ensure the safety of Staff;
  - 6.1.4 inform us of any potential hazards at or changes to the Property and provide any protective equipment necessitated by such hazards;
  - 6.1.5 comply with other requirements described in the Proposal;
  - 6.1.6 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;
  - 6.1.7 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
  - 6.1.8 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.
  - 6.1.9 provide us with the correct keys, devices and/or any codes required to gain access to the Property to enable us to perform its obligations under the Contract; and
  - 6.1.10 will not hold us liable for being unable to gain access to the Property due to the incorrect keys being provided by you
- 6.2 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 services that are required.
- 6.3 If you do not pay us for the Services when you are supposed to then we can suspend the Services until you have paid us the outstanding amounts.
- 6.4 If our performance of any of our obligations in respect of the Services is prevented or delayed by any act or omission by you or failure or delay by you to perform any relevant obligation ("**Customer Default**"):
  - 6.4.1 We shall have the right, without limiting our other rights or remedies, to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays our performance of any of its obligations under a Contract;
  - 6.4.2 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 6**; and you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from a Customer Default.
- 6.5 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, 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.

## 7. KEYHOLDING SERVICES

- 7.1 You agree in relation to our holding of Keys that:
- 7.1.1 we operate a shared service and shall attend the Property within a reasonable time of receiving a request to do so;
  - 7.1.2 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;
  - 7.1.3 you may request delivery of the Keys or the attendance by us at any time at the cost shown in the Proposal;
  - 7.1.4 you may request duplicates of the Keys at any time during our usual working hours;
  - 7.1.5 subject to clauses 7.1.7 and 7.1.8, you can collect the Keys from us at any time during Business Hours;
  - 7.1.6 you must inform us as soon as possible of any changes that might affect our performance of the Services (including changes to the layout of or locks at the property or to the contact details for you or your Emergency Contacts);
  - 7.1.7 Keys which are not collected from us within 3 months of the Contract ending will be destroyed;
  - 7.1.8 we can refuse to give Keys back to you until all outstanding payments due to us from you have been paid;
  - 7.1.9 we will not accept liability for the loss or damage of items whilst being transported or delivered at your request;
  - 7.1.10 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.
  - 7.1.11 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 comes first.
  - 7.1.12 we will not be obliged to start providing the Services until 24 working hours (or 72 working hours if proceeding a weekend or bank holiday) from the date on which you first make the key to the Property available to us.
- 7.2 In relation to each Call-Out you agree that:
- 7.2.1 we will attend the Property as soon as reasonably practicable, but we cannot guarantee the timescales for our attendance;
  - 7.2.2 we may decide not to enter the Property if the Call-Out relates to a suspected break in or other criminal activity;
  - 7.2.3 we may contact the emergency services and/or your Emergency Contacts if, in our reasonable discretion, it is necessary or beneficial to do so;
  - 7.2.4 we may allow the emergency services and/or your Emergency Contacts access to the Property;
  - 7.2.5 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;
  - 7.2.6 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 option 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;
  - 7.2.7 we will not remain at the Property for any longer than 4 hours unless, in our discretion, we consider it appropriate to do so; and

7.2.8 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.

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

## **8. CHARGES AND PAYMENT**

8.1 The price of 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.

8.2 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 Services in full before the change in the rate of VAT takes effect.

8.3 We will invoice you for Services at the times and in the amounts set out in the Proposal.

8.4 In addition to our other rights under these Conditions to increase our charges, we can increase our charges for Services once in any 12 month period.

8.5 You must pay our invoices within 30 days of the date of the 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 bank mandate, we will take payment of our invoices automatically 30 days after the date of the invoice. Subject to setting up a direct debit mandate in our favour, you may pay invoices in monthly instalments.

8.6 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 8.6.

8.7 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.

## **9. CONFIDENTIALITY**

9.1 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.

## **10. OUR LIABILITY TO YOU**

10.1 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.

10.2 We do not warrant or guarantee that the provision of the Services will eliminate the possibility of break-ins at the Property or remove the requirement for you to insure the Property.

10.3 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 Services.

10.4 Subject to clause 10.5, the entire liability of us arising out of or in connection with the supply, non-supply or delay in supplying the Keys 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 the value of the contract.

10.5 We do not in any way limit or exclude our liability to you where it would be unlawful to do so including liability for:

10.5.1 death or personal injury resulting from negligence;

10.5.2 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);

- 10.5.3 defective products under the Consumer Protection Act 1987;
- 10.5.4 Personal Data Breaches under the Data Protection Act 2018; or
- 10.5.5 fraud or deceit.

10.6 This **clause** 10 shall survive termination of the Contract.

## **11. YOUR OTHER CANCELLATION RIGHTS**

- 11.1 The rights set out in this clause 12 are in addition to your rights under clause 11.
- 11.2 You can cancel the Contract in relation to the Recurring Services by giving us at least one months' written notice expiring any time after the period of 12 months commencing on the Commencement Date in which case there will be no pro-rata refund owed to you for any sums you have paid in advance for the Recurring Services.
- 11.3 You can cancel the Contract at any time with immediate effect by giving us written notice if we:
  - 11.3.1 break the Contract in any material way and do not correct the situation within 14 days of you asking us to do so;
  - 11.3.2 go into liquidation or a receiver or an administrator is appointed over our assets;
  - 11.3.3 change these Conditions under clause 3.7 to your material disadvantage;
  - 11.3.4 are affected by an Event Outside Our Control which prevents us from providing the Services.

## **12. OUR CANCELLATION RIGHTS**

- 12.1 We may cancel the Order before the commencement of the Services if an Event Outside Our Control or unavailability of personnel prevents us from performing our obligations in which case:
  - 12.1.1 we will notify you promptly; and
  - 12.1.2 if you have made any payments in advance for the Services, we will refund these to you.
- 12.2 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 one months' written notice.
- 12.3 We may cancel the Contract at any time if:
  - 12.3.1 you do not pay us when you are supposed to; or
  - 12.3.2 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.

## **13. EVENTS OUTSIDE OUR CONTROL**

- 13.1 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.
- 13.2 If an Event Outside Our Control takes place that affects our performance of our obligations under the Contract:
  - 13.2.1 we will notify you as soon as possible;
  - 13.2.2 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;
  - 13.2.3 if performance of the Services has been affected, we will restart the Services as soon as possible when the Event Outside Our Control is over;
  - 13.2.4 you will not have to pay us during any period when we are not performing the Services.
- 13.3 If an Event Outside Our Control takes place which prevents us from providing the Services, you can cancel the Contract in which case we will refund to you any sums you have paid in respect of Services not performed.

## **14. DATA PROTECTION**

- 14.1 We will use the personal information you provide to us:
  - 14.1.1 to supply the Services to you;
  - 14.1.2 to process your payment for the Services; and
  - 14.1.3 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.

- 14.2 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 consent for us to do so.
- 14.3 Any personal information which you provide to us 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/>.

## **15. GENERAL**

- 15.1 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.
- 15.2 The Contract is between you and us only and no other person may enforce it.
- 15.3 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.
- 15.4 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.
- 15.5 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.