



Reliance High-Tech

Terms and Conditions of Sale

# Reliance High-Tech Terms and Conditions of Sale

## **SALE OF GOODS AND SERVICES**

### **1. Introduction**

- 1.1. This Agreement is made between us, Reliance High-Tech Limited and you, the person named in the Schedule, for the sale and installation by us to you of the security system described in the Schedule (the "System") on the terms and conditions set out below. No variation or addition of these terms and conditions will form part of this Agreement unless made or specifically accepted by us in writing. These terms and conditions will override and take the place of any other terms and conditions contained in any document or other communication used by you.

### **2. Quotations**

- 2.1. Any quotations which we may provide to you for the sale and installation of the System are open for acceptance within the period stated on the quotation or, where no such period is stated, for 30 days only from the date of quotation unless previously withdrawn or revised by a notice in writing from us to you. No quotation and no order for the System, whether pursuant to a quotation by us or otherwise, is binding on us until an order is accepted in writing by us (the "Order").

### **3. Specification**

- 3.1. The System is as described in the Quotation. All descriptions, specifications and other particulars as to quality or otherwise (whether contained in our quotation, advertisements, catalogues, price lists and similar matter or otherwise submitted by us) represent in a general way only the type of System concerned and shall not form part of this Agreement.

### **4. Prices & Charges**

- 4.1. The price for the System which is inclusive of delivery and installation is as set out in the Schedule.
- 4.2. We reserve the right to increase the price of the System before delivery by an amount equivalent to any increase which may have arisen in the cost of manufacturing or acquiring or delivering the System.
- 4.3. All sums payable under this Agreement unless otherwise stated are exclusive of VAT and all other duties or taxes.

### **5. Delivery**

- 5.1. We shall deliver the System to your premises or any other location specified by you (the "Location").
- 5.2. All risks in the System shall pass to you on delivery. If acceptance of delivery is delayed or refused, risk only shall pass upon the expiry of seven days from the date of notice in writing to you offering the System for delivery.
- 5.3. If you collect the System from our premises, risk in the System shall pass to you on collection by you or your agent or any carrier employed by you.
- 5.4. We reserve the right to deliver in instalments at our discretion.
- 5.5. Unless otherwise agreed, time of delivery and installation of the System shall not be of the essence. Any times or dates specified by us for the delivery of the System or otherwise for the performance of any Order are given and intended as an estimate only, and we shall not be liable for any loss, damage or expense suffered by you howsoever arising from early or late delivery.
- 5.6. You shall procure that a responsible person be authorised to accept delivery where agreed to be made and a certificate duly signed by each person shall be conclusive evidence that the System has been delivered.
- 5.7. If you refuse to take delivery on a specified date or fail to procure that a responsible person shall accept such delivery of the System, any costs arising from such refusal or failure shall promptly be reimbursed to us by you.

### **6. Installation**

- 6.1. If we have agreed to install the System then we shall, after we have installed it, be responsible for testing the System in order to ensure that it performs in accordance with the manufacturer's specifications.
- 6.2. You shall ensure that we have full and free access to the Location and shall provide us with all relevant information as is necessary for us to install the System.
- 6.3. We shall ensure that our representatives comply with all safety and security regulations in force at the Location which are brought to our attention by you.
- 6.4. If we locate any defects due to faulty materials, workmanship or structure in the System upon testing we shall use our reasonable endeavours to provide a replacement as soon as is reasonably practicable at our own cost.
- 6.5. If any defect is found not to be attributable to any faulty materials, workmanship or structure or otherwise not attributable to any act or omission of us you shall be liable for all costs incurred by us in investigating the same and determining its cause and all costs incurred in repairing or removing the System and providing a replacement.
- 6.6. Reliance High-Tech Ltd may appoint an approved Sub Contractor to undertake part or indeed all of the installation works.

### **7. Payment**

- 7.1. The charges for the sale and installation of the System will be as stated in the Schedule. The date on which a payment becomes due from you is 14 days after submission of an appropriate VAT invoice by us. The final date for payment in respect of each invoice is 7 days after the date on which the payment becomes due.
- 7.2. You shall, not later than 5 days after the date on which a payment becomes due from you under this Agreement, specify the amount (if any) of the payment made or proposed to be made and the basis on which that amount was calculated.
- 7.3. If you fail to pay on the due date any amount which is payable to us pursuant to this Agreement then, without prejudice to clause 8.3, that amount shall bear interest from the due date until payment is made to us (both before and after any judgment) at 2 per cent per annum over National Westminster Bank plc base rate from time to time.

- 7.4. You shall not purport to set off or withhold any payments claimed or due to us under this Agreement.
- 8. Title and Lien**
- 8.1. We shall retain title to and ownership of the System until we have received payment in full from you of all sums due to us on any account whatsoever. Until we receive payment of the purchase price you shall be the bailee of the System for us.
- 8.2. Until the purchase price of the System comprised in this or any other Order between us shall have been paid or satisfied in full our relationship shall be fiduciary in respect of the System and if the same is sold by you we shall have the right to trace the proceeds of sale. A like right for us shall apply where you use the System in any way as to be entitled to payment from a third party.
- 8.3. If you fail to make any payment to us when due, compound with your creditors, execute an assignment for the benefit of your creditors, have a bankruptcy order against you or, being a company, enter into voluntary or compulsory liquidation or have an administrator or administrative receiver or receiver appointed over all or part of your assets or take or suffer any similar action in consequence of debt or become insolvent or if we have reasonable cause to believe that any of these events is likely to occur, we shall have the right, without prejudice to any other remedies:
- i) to enter without prior notice any premises where the System owned by us may be, and to repossess and dispose of any part of the System owned by us so as to discharge any sums owned to us by you under this or any other contract you may have with us;
  - ii) to require you not to resell or part with possession of any part of the System owned by us until you have paid in full all sums owned by you to us under this or any other contract you may have with us;
  - iii) to withhold delivery or stop in transit the System or any part of it.
- 8.4. Unless we expressly elect otherwise, any Order between us and you for the supply and installation of the System shall remain in existence notwithstanding any exercise by us of our rights under this clause 8.
- 8.5. The System shall, once the risk has passed to you, be and remain at your risk at all times unless and until we have retaken possession of it, and you shall insure accordingly.
- 8.6. Nothing in this clause 8 shall:
- a) entitle you to return or delay payment of the System, or
  - b) constitute or be deemed to have constituted you as the agent of us otherwise than for the purpose of this clause 8;
  - c) render us liable to any third party for any representation or warranty made or given by you to any third party in relation to the System unless we shall have authorised you so to do in writing
- 9. Warranty**
- 9.1. We warrant that we shall deliver and install the System with reasonable skill and care and the System will be free from defects arising from faulty materials or workmanship.
- 9.2. You acknowledge and agree that:
- a) you are in a better position than we are to foresee and evaluate any potential damage or loss that you may suffer in connection with the System or any other service provided by us under this Agreement; and
  - b) the charges for the System have been calculated on the basis that we will exclude or limit our liability as set out in clauses 9.3 and 9.5.
- 9.3. Our total liability to you shall, at our option, be the replacement of the System or the refund of the price paid to us for the System. Except as expressly set out in these terms, all other warranties, conditions, undertakings and terms whether express or implied as to condition, quality or performance are excluded to the fullest extent permitted by law. We do not limit or exclude our liability for death or personal injury caused by the negligence of our employees, agents or sub-contractors.
- 9.4. Notwithstanding anything else contained in this Agreement, we shall not be liable to you for:
- a) loss of profits, revenues or goodwill (including any such loss or damage payable by you to a third party as a result of an action brought by a third party); or
  - b) any indirect or consequential loss (including any such loss or damage payable by you to a third party as a result of an action brought by a third party) even if the loss was reasonably foreseeable or we had been advised of the possibility of you incurring it and whether arising from negligence, breach of Order or of statutory duty or otherwise; or
  - c) any problems with the System arising from the installation of the System by you.
- 9.5. The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.
- 9.6. You shall indemnify us against all actions, proceedings, costs, claims, penalties, fines, liabilities, damages, expenses and legal or professional fees in respect of: a breach of your obligations under the agreement and/or, where you have engaged us as a sub-Order or, under any agreement under which you have agreed to Order the services of a sub-Order or to perform security or other services.

## **10. Cancellation**

- 10.1. We may cancel this Agreement at any time before the System is delivered and installed by giving written notice to you. On giving such notice we shall repay you any sums paid in respect of the System. We shall not be liable for any loss or damage howsoever arising from such cancellation.

## **11. Force Majeure**

- 11.1. We shall have no liability to you, or be deemed to be in breach of this Agreement, as a consequence of any of the following events where the event affects our ability to supply and install the System and/or is outside our reasonable control:

- a) flood, storm, severe weather conditions or other natural events;
- b) war, terrorist action, hostilities, revolution, riot or civil disorder;
- c) any destruction breakdown (permanent or temporary) or malfunction of, or damage to any premises, plant, system, materials (including any computer hardware or software or any records) unless by an act or omission of our employees, agents or sub-contractors;
- d) the introduction of, or any amendment to, a law or regulation, or any change in your interpretation or application by any authority;
- e) any strike, lockout or other industrial action;
- f) any obstruction of any public or private highway or road or any event which prevents or obstructs access to the location;
- g) any breach or default by, or insolvency of, a third party (including an agent or sub-contractor) other than a company in our group of companies or an officer or employee of us or of our group company; or
- h) any other event outside our reasonable control, whether similar or not to any of the foregoing.

## **12. General**

- 12.1. You engage us as an independent contractor. Nothing in this Agreement shall create a partnership or the relationship of principal and agent or employer and employee.
- 12.2. If any provision of this Agreement is found by any court or administrative body or competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.
- 12.3. A waiver of our rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and the rights, power or remedy available to that party and the rights, powers and remedies shall be cumulative.
- 12.4. You shall not transfer this Agreement or any of your rights and obligations under it, whether in whole or in part, without first obtaining our prior written consent.
- 12.5. All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause.
- 12.6. Notice may be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when despatched.
- 12.7. Headings to clauses are for ease of reference only and shall not affect the interpretation or construction of this agreement.
- 12.8. For the purposes of Section 1(2) of the Contracts (Rights of third Parties) Act 1999 the parties state that they do not intend any term of this Agreement to be enforced by third parties.
- 12.9. Each of us shall have the right to refer a dispute arising under this Agreement to adjudication, and either of us may at any time give to the other notice in writing of his intention to do so. Any information submitted by the referring party to the adjudicator shall be copied at the same time to the other party. The adjudication shall be conducted under the Technology and Construction Solicitors Association Adjudication Rules 1999 Version 1.3 ("TeCSA Adjudication Rules") thereby incorporating the TeCSA Adjudication Rules into this Agreement.
- 12.10. This Agreement shall be governed by and construed in accordance with English law.

## **MAINTENANCE AGREEMENT**

### **1. Introduction**

- 1.1. This Agreement is made between us, Reliance High-Tech Limited and you, the person named in the Schedule, for the provision of maintenance services in relation to the security system, details of which appear in the Schedule (the "System") on the terms and conditions set out below. No variation or addition of these terms and conditions will form part of this Agreement unless made or specifically accepted by us in writing. These terms and conditions will override and take the place of any other terms and conditions contained in any document or other communication used by you.

### **2. Services to be provided**

- 2.1. During the term of this Agreement and at the locations specified in the Schedule (the "Locations") we will provide you with a maintenance service (the "Service") for the System.
- 2.2. The Service shall consist of:
- a) routine maintenance of the System at such intervals as we may reasonably determine to be necessary in order to keep the System in good working order; and
  - b) the repair of any defect in or malfunction of the System which is discovered by our representatives during the course of routine maintenance checks or which is reported to us by you from time to time as detailed in the Maintenance Manifesto.
- 2.3. Routine maintenance of the System will be carried out by a suitably qualified representative of ours attending at the Locations at such times during normal working hours (being between 8.30am and 4.30 pm excluding bank holidays and shutdown periods) ("Normal Working Hours") as may be agreed in advance between us from time to time.

- 2.4. If we discover a defect in or malfunction of the System in the course of routine maintenance, we will use all reasonable endeavours to repair it at the Location, but if that is not reasonably practicable (or is not reasonably practicable in the time available during Normal Working Hours), we will seek to make suitable arrangements with you for:
- i) a further visit to be made to the Location during Normal Working Hours for the repair of the defect or malfunction; or
  - ii) if the System is inoperative as a result of the defect or malfunction, its repair at the Location outside Normal Working Hours; or
  - iii) if it is not reasonably practicable for the defect or malfunction to be repaired otherwise, the removal of the System (or, where practical, the part of the System in question) for the purposes of repair.
- 2.5. If you report a defect in or malfunction of the System during Normal Working Hours, we will use our reasonable endeavours to ensure that one of our suitably qualified representatives attends at the Location, during Normal Working Hours, and will use all reasonable endeavours to repair the defect or malfunction at the Location, but if that is not reasonably practicable (or is not reasonably practicable in the time available during Normal Working Hours), we will seek to make such arrangements with you as are mentioned in clause 2.4.
- 2.6. If you report a defect in or malfunction of the System outside of Normal Working Hours on any day, then unless we expressly agree otherwise, the report will be deemed to be made at the beginning of Normal Working Hours on the next normal working day, and clause 2.5 will take effect accordingly.
- 2.7. All reports of defects in or malfunction of the System must be made by telephone, telex, facsimile transmission [e-mail] or in writing, as appropriate, by you to us and otherwise in such a manner as we may reasonably require from time to time.
- 2.8. We will ensure that our representatives comply with all safety and security regulations in force at your premises which are brought to the attention of such representatives.
- 3. Spare parts and replacements**
- 3.1. We will use all reasonable endeavours to supply minor spare parts and replacement components required to maintain the System in good working order, [and no extra charge will be made for the supply.] If, however, the System is damaged otherwise than by fair wear and tear or the System requires a major spare part or replacement component, we reserve the right to charge you for supplying the same.
- 3.2. All spare parts and replacement components supplied by us will become part of the System and any parts and components removed from it shall become our property, unless otherwise agreed in writing between us.
- 3.3. If, at our sole discretion, we determine that it is necessary to move the System or any part of the System from the Location in order to carry out any repairs, and as a consequence a significant part of your operations are affected, we will use all reasonable endeavours to supply on loan to you an equivalent System while the System or the part in question is being repaired. If such a replacement system is loaned to you it will, at our sole discretion, be subject to a separate charge.
- 4. Services not included**
- 4.1. The Service shall not apply to any defect or malfunction which is due to faulty materials or workmanship in its manufacture, or which in our opinion has arisen as a result of:
- a) electrical work external to the System;
  - b) transportation or relocation of the System not performed by or on behalf of us;
  - c) any error or omission relating to the operation of the System;
  - d) any modification, adjustment or repair to the System made by a third party without our prior written consent;
  - e) the subjection of the System by you to unusual physical or electrical stress including lightning strikes or other power supply problems, the neglect or misuse of the System, including the effects of interference with software by untrained or unauthorised individuals, vandalism, wanton damage, accidental damage or breakages by users, their agents or other persons, or any failure or fluctuation of electrical power, air conditioning, humidity control or other environmental controls; or
  - f) any other cause (except fair wear and tear) which is not due to the neglect or default of us.
- 4.2. If on investigation we reasonably determine that any defect in or malfunction of the System is the result of any of the matters referred to in clause 4.1, you will be liable for all costs incurred by us in investigating the same and determining its cause and undertaking any repairs.
- 4.3. If any part of the System can no longer be maintained in good working order by the provision of replacement spare parts or the whole of the System is damaged beyond economic repair otherwise than through our fault (and in determining whether either of such events has occurred our decision shall be final and binding on you) we reserve the right to terminate this Agreement immediately, by giving written notice to you in respect of the whole or any part of the System which can no longer be maintained, in which case we shall repay to you a fair proportion of any charges for our Services which have been paid in advance by you in relation to the System.
- 4.4. Except as expressly provided in this Agreement or as agreed between us in writing, we will have no obligation to provide any Services to you outside Normal Working Hours.
- 5. Customer's obligations**
- 5.1. You will:
- a) at all times keep the System in the environmental conditions recommended by the manufacturer of the System;
  - b) not move the System from the Location without obtaining our prior written consent;
  - c) use the System only in accordance with our instructions and recommendations relating to the care and operation of the System as may be issued by the manufacturer of the System or as may from time to time be advised in writing by us;
  - d) not allow any person other than our representatives to adjust, maintain, repair, replace or remove any part of the System; and



- e) not allow any third party to alter, interfere with, damage or deface the System in any way whatsoever or allow any unauthorised attachment or unauthorised spare part to be attached to the System in any way or in any way use or permit the System to be used otherwise than in accordance with the manufacturer's or our instructions.
- 5.2. You will ensure that our representatives have full and free access to the System and to any records of its use kept by you to enable us to perform our duties.
- 5.3. You will provide us with such information concerning the System, its application, use, location and environment as we may reasonably request to enable us to carry out our duties.
- 5.4. You will take all such steps as may be necessary to ensure the safety of any of our representatives who visit any of your premises.
- 5.5. You will be solely responsible for any loss or damage in any respect of the System or any part of it or in the use of it (in our reasonable opinion) by the malicious damage, neglect, improper handling or misuse or improper operation of the System or any mechanical and/or electrical servicing other than by us whether or not resulting from your negligence.
- 6. Charges**
- 6.1. The charges for the provision of the Service will be as stated in the Schedule and you will, subject to receipt of an invoice from us, pay to us the charges within [14] days of the date of such invoice.
- 6.2. If payments received from you are not stated to refer to a particular invoice we may appropriate such payments to any outstanding invoice.
- 6.3. If our services are requested without any reasonable justification, or outside of Normal Hours, or by reason of any defect in or malfunction of the System due to causes not covered under this Agreement, you will be liable to pay our standard charges from time to time in force for such services. Details of our standard charges are available from us on request.
- 6.4. You will, within 14 days after the receipt of an invoice from us, reimburse us for all travelling, accommodation and other expenses reasonably incurred by any of our representatives in connection with the performance by us of our obligations under this Agreement.
- 6.5. If you fail to pay on the due date any amount which is payable to us pursuant to this Agreement then, without prejudice to clause 11, that amount will bear interest from the due date until payment is made to us (both before and after any judgment) at 2 per cent per annum over the National Westminster Bank plc base rate from time to time.
- 6.6. You will not purport to set off or withhold any payments claimed or due to us under this or any other Contract.
- 7. VAT**
- 7.1. All sums payable under this Agreement unless otherwise stated are exclusive of VAT and all other duties or taxes.
- 8. Warranty and Liability**
- 8.1. We warrant that we will carry out the Services with reasonable skill and care.
- 8.2. You acknowledge and agree that:
  - a) you are in a better position than we are to foresee and evaluate any potential damage or loss that you may suffer in connection with the Services or any other service provided by us under this Agreement; and
  - b) the charges have been calculated on the basis that we will exclude or limit our liability as set out in clauses 8.3 and 8.5.
- 8.3. Our total liability to you, whether directly to you or by reason of indemnity or contribution in respect of your liability to any third party, for any acts or omissions of our employees, agents or sub-contractors shall be limited to £5 million except for acts of fraud or dishonesty committed by our employees, agents or sub-contractors for which a limit of £1 million applies.
- 8.4. These limits of liability will apply separately to each and every claim against us provided that where any one act or omission or series of two or more connected acts or omissions give rise to more than one claim, the limits shall apply to the aggregate of all the claims as though they were a single claim.
- 8.5. We do not limit or exclude our liability for death or personal injury caused by the negligence of our employees, agents or sub-contractors.
- 8.6. Notwithstanding anything else contained in this Agreement, we will not be liable to you for:
  - a) loss of profits, revenues or goodwill (including any such loss or damage payable by you to a third party as a result of an action brought by a third party); or
  - b) any indirect or consequential loss (including any such loss or damage payable by you to a third party as a result of an action brought by a third party) even if the loss was reasonably foreseeable or we had been advised of the possibility of you incurring it and whether arising from negligence, breach of contract or of statutory duty or otherwise; or
  - c) any claims which have not been notified to us within 30 days of the date on which you knew, or should have known, of the claim's existence.
- 8.7. The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.
- 8.8. You shall indemnify us against all actions, proceedings, costs, claims, penalties, fines, liabilities, damages, expenses and legal or professional fees in respect of a breach of your obligations under this Agreement and/or, where you have engaged us as a sub-contractor, under any agreement under which you have agreed to contract the services of a sub-contractor to perform security or other services.

## **9. Duration and termination**

9.1. This Agreement will be for the period stated in the Schedule.

9.2. We will be entitled to terminate this Agreement:

- a) in the circumstances and to the extent referred to in clause 4.3; and
- b) forthwith by giving written notice to you if any sum payable under this Agreement is not paid on the due date.

## **10. Force Majeure**

10.1. We shall have no liability to you, or be deemed to be in breach of this Agreement, as a consequence of any of the following events where the event affects our ability to provide the Service and/or is outside our reasonable control:

- a) flood, storm, severe weather conditions or other natural events;
- b) war, terrorist action, hostilities, revolution, riot or civil disorder;
- c) any destruction breakdown (permanent or temporary) or malfunction of, or damage to any premises, plant, System, materials (including any computer hardware or software or any records) unless by an act or omission of our employees, agents or sub-contractors;
- d) the introduction of, or any amendment to, a law or regulation, or any change in your interpretation or application by any authority;
- e) any strike, lockout or other industrial action;
- f) any obstruction of any public or private highway or road or any event which prevents or obstructs access to the Site;
- g) any breach of contract or default by, or insolvency of, a third party (including an agent or sub-contractor) other than a company in our group of companies or an officer or employee of us or of any group company; or
- h) any other event outside our reasonable control, whether similar or not to any of the foregoing.

## **11. General**

- 11.1. You engage us as an independent contractor. Nothing in this Agreement will create a partnership or the relationship of principal and agent or employer and employee.
- 11.2. If any provision of this Agreement is found by any court or administrative body or competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.
- 11.3. A waiver of our rights will not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and the rights, power or remedy available to that party and the rights, powers and remedies shall be cumulative.
- 11.4. You will not transfer this Agreement or any of your rights and obligations under it, whether in whole or in part, without first obtaining our prior written consent.
- 11.5. All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause.
- 11.6. Notice may be delivered personally or by first class pre-paid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when despatched.
- 11.7. Headings to clauses are for ease of reference only and shall not affect the interpretation or construction of this agreement.
- 11.8. For the purposes of Section 1(2) of the Contracts (Rights of third Parties) Act 1999 the parties state that they do not intend any term of this Agreement to be enforced by third parties.
- 11.9. This Agreement shall be governed by and construed in accordance with English law and the parties agree to the exclusive jurisdiction of the English Courts.

## **MONITORING AGREEMENT**

The terms and conditions set out below and the Reliance Monitoring Services Customer Agreement ("Reliance Monitoring Services Customer Agreement") to which they are attached set out the entire agreement between us, Reliance High-Tech Limited ("Reliance") and you (the "Customer"), for the provision of monitoring services by Reliance to the Customer (the "Agreement").

### **1. DEFINITIONS**

"Access Control" means the access control services described in the SSOP;

"ARC" means Reliance's Alarm Receiving Centre, the secure location in which alarm and fault notifications are processed and managed

"CCTV System Monitoring" means the CCTV monitoring service described in the SSOP;

"Change" means any change to this Agreement as defined in clause 13.1;

"Change Control Note" means the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure;

"Change Control Procedure" means the procedure for changing this Agreement, as set out in clause 13;

"Commissioning Date" means the date on which Monitoring Services are due to commence in respect of a particular Location as recorded in writing between the parties;

"Cover Period" shall mean the period of cover during which the Monitoring Services are provided in respect of a particular Location commencing on the Commissioning Date and continuing for the duration of this Agreement unless terminated earlier;

"Critical Data Omission" means incorrect, incomplete or obsolete information that prevents or otherwise limits Reliance's ability to respond in accordance with the Response Agreement.

"Customer Contact" means the Customer's nominated contact as confirmed in writing by the Customer to Reliance on or before the date of this Agreement or such other nominated contact as the Customer shall subsequent notify in writing to Reliance;

"Customer Equipment" means the System, Devices and any other equipment (including, without limitation, lighting) belonging to the Customer which is required by Reliance to provide the Monitoring Services;

"Customer Sensitive Information" means information regarding the status of the monitored premises, requests for or changes to information held on the Reliance database, placing systems on test and the cancellation of alarm and fault conditions.

"Data Protection Laws" means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including: (a) the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time) ("GDPR") (b) the Data Protection Act 2018 (c) any laws which implement any such laws (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

"Device" means a component which may be connected either physically or virtually to the System;

"Equipment" means any monitoring equipment supplied by Reliance excluding the Customer Equipment;

"Fire Detection System Monitoring" means the fire monitoring service described in the SSOP;

"Initial Term" means the period as set out in Part B of Section 2.

"Intellectual Property Rights" patents, trade marks, internet domain names, service marks, registered designs, applications for registration of any of the foregoing, copyright, design rights, trade and business names, trade secrets and know-how and any other similar protected rights whether registered or unregistered in any country subsisting now or in the future;

"Intruder Detection System Monitoring" means the intruder monitoring service described in the SSOP;

"Key Holders" means those persons nominated in writing as key holders for the Location(s) by the Customer and "Key Holder" shall be construed accordingly;

"Location" means the Customer's premises listed in Part C of Section 2;

"Monitoring Services" means those monitoring services selected by the Customer as described in Part A of Section 2 or as subsequently varied pursuant to an agreed Change;

"Normal Working Hours" means any week day (Monday – Friday) between the hours of 8.30am and 5.00pm excluding bank holidays;

"Panic Alarm Monitoring" means the panic alarm monitoring (a panic alarm is normally a deliberately operated device), personal attack or duress monitoring service described in the SSOP;

"Payment Profile" means the payment terms set out in Part D of Section 2;

"Response Agreement" means a written procedure documenting the agreed action (s) to be taken on receipt of an alarm, fault or other signal notification, how those notifications are to be prioritised and any automated or manual filtering of notifications that may be applied;

"RMS Isolation Process" means the process by that name set out in the SSOP;

"RMS Omission Process" means the process by that name set out in the SSOP;

"RPI" means Retail Prices Index as published by the Office for National Statistics from time to time or any official index replacing it as the parties may agree most closely resembles such index;

"Service Charge" means the annual fee charged by Reliance to the Customer for the provision of the Monitoring Services as set out in Part A of Section 2 or as subsequently increased pursuant to clauses 8.2 or 10.1 or varied pursuant to an agreed Change;

"SSOP" means the Standard Site Operational Procedures document issued by Reliance and completed by the Customer in respect of each monitored Location;

"Special Arrangement(s)" means an alteration to the Response Agreement after the commissioning date which has been approved by the Change Control Procedure detailed in this Agreement.

"System" means a set of devices or components installed at a Location, working together as parts of a mechanism or an interconnecting network and used to provide the Monitoring Services;

"URN" means a unique reference number, which is provided by the Police Service where a system is registered with them to receive police attendance in accordance with the National Police Chief's Council Security Systems Policy.

"Visual Verification" means the visual verification service described in the SSOP.

## **2. PROVISION OF MONITORING SERVICES (GENERAL)**



- 2.1. Reliance shall provide the Monitoring Services to the Customer during the Cover Period save for any periods of interruption caused by routine or emergency maintenance, repairs, configurations or upgrades of the Customer Equipment.
- 2.2. Prior to any Commissioning Date, Reliance shall inform the Customer of the Customer Equipment required by Reliance in order to provide the Monitoring Services and the Customer agrees to provide such Customer Equipment. Where Reliance identifies any defect or omission in the Customer Equipment that would prevent or hinder Reliance in providing the Monitoring Services, then Reliance shall provide the Customer with full details of any such defects or omissions and the Customer shall use all reasonable endeavours to remedy any such defects or omissions at its cost as soon as reasonably practicable. Reliance shall not be required to provide the Monitoring Services until such time as all defects or omissions in the Customer Equipment that reasonably affect its ability to provide the Monitoring Services have been remedied.
- 2.3. Where an unresolved defect or omission in the Customer Equipment prevents or delays the Commissioning Date, the Customer remains liable to pay the Service Charge from and including the Commissioning Date.
- 2.4. Prior to any commissioning date, Reliance shall provide the Customer with an SSOP for completion and return. Contained within the SSOP is a Response Agreement Prior to the commissioning date, amendments to the Response Agreement may be made by agreement between the parties and will be updated on the SSOP accordingly. By submitting a completed SSOP to Reliance the Customer accepts the documented response procedure.
- 2.5. Following commissioning, the System will be subject to a soak test period lasting not less than seven (7) days to evaluate its operational effectiveness. Activations received during the soak test period shall not be escalated to the emergency services.
- 2.6. Where it is identified during the soak test period that the operational effectiveness of the System is insufficient for Reliance to provide the Monitoring Services, Reliance will provide the Customer with detailed information of the non-conformance/s and provide recommendations for corrective action.
- 2.7. In the event that the identified non-conformances have not been resolved by the end of the soak test period, the soak test period for the System shall be extended until such time as all corrective action has been completed to the reasonable satisfaction of Reliance. During this extended soak test period activations from the System will not normally be escalated to the emergency services.
- 2.8. Reliance reserves the right to alter or modify the Monitoring Services from time to time provided such alteration or modification does not materially affect the functionality or performance of the Monitoring Services.
- 2.9. Reliance shall not be liable to the Customer in the event that either (i) the Customer is unable to access, use or benefit from the Monitoring Services or (ii) Reliance is unable to provide the Monitoring Services in each case for any of the following reasons:
  - a) provision of incorrect information by the Customer;
  - b) power failures;
  - c) malicious interference unless caused by Reliance, their contractors or representatives;
  - d) any downtime or outages from any Customer subcontractor or other lack of coverage of the mobile telecommunications or other network required to provide the Monitoring Services;
  - e) fault, breakdown of or other damage to the Customer Equipment, or interference with a Device or the System by a party other than Reliance or its contractors or representatives.
- 2.10. Where the escalation element of the Monitoring Services involves reporting an incident to the Police or Fire Service or any other third party, Reliance will be deemed to have discharged its responsibilities under this Agreement on making such report. Reliance cannot guarantee that the Police or Fire Service or other third party will respond to the incident.
- 2.11. In the event that a fault is identified affecting any Customer Equipment such as, but not limited to communications, power or lighting, Reliance shall report this to the Customer in accordance with the SSOP.
- 2.12. If during the course of Reliance's normal processing activities the ARC Operator identifies a Critical Data Omission, an emailed report will be sent to a Customer Contact(s) within 24 hours of its identification. The Customer shall respond to Reliance within 96 working hours of receipt of notification of the Critical Data Omission and provide all necessary details and/or take all necessary steps to rectify all issues identified in the report issued by Reliance.
- 2.13. Prior to the exchange of Customer Sensitive Information between the ARC and the Customer, authentication will be required. Authentication methods include;
  - a) The use of a password or code
  - b) Written requests from an authorised email address
  - c) Request on company headed paper signed by an authorised person
  - d) Telephone calls made directly from the ARC to an authorised mobile telephone number
- 2.14. Reliance shall ensure that its representatives involved in providing the Monitoring Services are suitably trained and accredited.
- 2.15. As a minimum, Reliance shall provide the following automated reports at no additional cost to the Customer to identify any potential issues that may affect Reliance's ability to respond in accordance with the Response Agreement
  - a) A monthly summary of alarm & fault notifications received the previous month
  - b) A daily report showing any outstanding communication path faults. Where no communication path faults are present no report will be generated.
- 2.16. At least once per calendar year, Reliance will notify the Customer of any Special Arrangements that are in place. Upon receipt of the notice, the Customer shall review the Special Arrangements and notify Reliance if the Special Arrangements are no longer required and should be removed from the Response Agreement.
3. **FIRE ALARM MONITORING**

- 3.1. In accordance with the Chief Fire Officers Association (CFOA) policy, filtering will be applied to any fire alarm activations to reduce the volume of false automatic fire alarms passed to the Fire & Rescue Service. Filtering will normally be achieved by contacting the premises and/or a Key Holder to establish the cause of the fire alarm before contacting the local Fire & Rescue Service.
- 3.2. In the event that the Customer provides contacts other than the local Fire & Rescue Service to be called in the event of a fire alarm activation being received, the default position of Reliance will be to notify the Fire & Rescue Service if we are unable to contact a nominated Customer contact.
- 3.3. Reliance recommends that a dedicated communications path is provided for the fire alarm system which will be independent of any security equipment. Where a combined communications device is utilised a failure may result in the loss of communication from both the security detection and fire detection systems. Where a combined communications device is utilised the Customer accepts this risk and all liability should a loss be experienced following a communications failure.
- 3.4. It is the Customer's responsibility to carry out regular tests of the fire detection equipment to ensure a signal is received at the ARC. Reliance recommends that tests are conducted at least weekly. Prior to conducting the test the Customer must first contact Reliance to place the system into test condition. Following the tests the Customer must contact Reliance to check that a signal has been received and to place the system back into normal service.
- 3.5. Reliance may, prior to placing a fire alarm system on test, require a password from the Customer to confirm they are authorised to place the system into test condition.
- 3.6. The minimum test period permitted is 10 minutes to prevent false alarms being passed to the Fire & Rescue Service. The maximum period of time a fire system can verbally be placed on test is for 120 minutes. Where the required test period exceeds 120 minutes this can be achieved by contacting Reliance to extend the test period as required, placing the request in writing or where an authorised engineer requests the system to be placed on test.
- 3.7. Where a regular weekly fire test is conducted a schedule can be applied that will automatically place the fire alarm on test between the agreed times and a report can be generated should a fire test signal not be received between these times. In such circumstances, it is the Customer's responsibility to ensure that all employees responsible for Health & Safety at the premises are aware of the weekly fire test period and their responsibility to notify the Fire & Rescue Service should a real fire occur. It is also the Customer's responsibility to notify Reliance should their fire test schedules change.
- 3.8. Reliance shall provide to the Customer, by means of an automated monthly report, notification of any temporary or permanent instructions that are held on Reliance's database not to escalate a Fire Alarm condition to the Fire & Rescue Service.

#### **4. PANIC ALARM MONITORING**

- 4.1. Where a valid URN is available, Reliance shall pass all personal attack, panic alarms or duress alarms without delay, to the Police Service.
- 4.2. Where there no valid URN available, Reliance shall pass all personal attack, panic alarms or duress alarms to a Key Holder.
- 4.3. It is the Customer's responsibility to carry out regular tests of the panic alarm equipment to ensure a signal is received at the ARC. Reliance recommends that a test of each deliberately operated device is conducted at least monthly. Prior to conducting the test the Customer must first contact Reliance to place the system into test condition. Following the tests the Customer must contact Reliance to check that a signal has been received and to place the system back into normal service.
- 4.4. Prior to placing a panic alarm on test a password must be provided by the Customer to confirm they are authorised to place the system into test condition.
- 4.5. The minimum test period permitted is 10 minutes to prevent false alarms being passed to the Police Service. The maximum period of time a panic alarm can verbally be placed on test is for 120 minutes. Where the required test period exceeds 120 minutes this can be achieved by contacting Reliance to extend the test period as required, placing the request in writing or where an authorised engineer requests the system to be placed on test.

#### **5. CCTV MONITORING**

- 5.1. Reliance shall, normally by automated means, perform a communication check once every 24 hours to test the communications link between the ARC and the System. Where a fault is detected through this testing or is otherwise notified to Reliance, it shall be notified to the Customer or nominated agents as detailed in the relevant SSOP. Where the fault prevents Reliance from carrying out the Monitoring Service either in their entirety or in part, Reliance's obligation to provide the Monitoring Services shall be suspended in part or full (as appropriate) until the fault is remedied. Reliance shall not be liable for any loss or damage caused to a Location during such suspension. Reliance shall resume provision of the Monitoring Services immediately following receipt of notice that the fault has been remedied and confirmation that the communications link between the ARC and the System has been restored. The Customer shall remain liable to pay the Service Charge in full during any such periods of suspension.
- 5.2. Reliance shall perform a system check once every calendar month noting the performance of the Customer Equipment and report any faults to the Customer Contact. Where a fault arises with the Customer Equipment which prevents Reliance carrying out the Monitoring Services either in their entirety or in part (including, without limitation, any damage to the Customer Equipment caused by the Customer or a third party contractor or any disruption to a service that is required in order for Reliance to provide the Monitoring Services), Reliance shall promptly notify the Key Holders and Reliance's obligation to provide the Monitoring Services shall be suspended in part or full (as appropriate) until the fault is remedied. Reliance shall not be liable for any loss or damage caused to a Location during such suspension. Reliance shall resume provision of the Monitoring Services immediately following receipt of notice that the fault has been remedied. The Customer shall remain liable to pay the Service Charge in full during any such periods of suspension.
- 5.3. If, in the course of providing the Monitoring Services, Reliance discovers that any item of Customer Equipment is in its professional opinion generating an unusually high volume of false alarms, Reliance shall notify the Customer that it intends to commence the RMS Isolation Process or the RMS Omission Process (as appropriate).

#### **6. CUSTOMER OBLIGATIONS (GENERAL)**

- 6.1. The Customer shall notify Reliance as soon as reasonably practicable once it becomes aware of any fault or problem with the Customer Equipment or the Monitoring Services. The relevant contact details are provided in Reliance's Administration and Operations booklet issued from time to time.
- 6.2. The Customer shall ensure all authorised persons at the Location are informed that they should behave in a manner that will minimise the occurrence of false alarms.
- 6.3. The Customer or any of its agents shall not add, remove or modify the System or any Device in any way without the prior written agreement of Reliance.
- 6.4. The Customer shall notify Reliance of any change to the day to day operations at the Location(s) that may affect the provision of the Monitoring Services including, without limitation, changes to the following:
  - a) operational hours;

- b) entry/egress routes;
  - c) site and building layout; and
  - d) storage of goods externally.
- 6.5. The Customer shall give Reliance not less than 24 hours' written notice of any building works that are scheduled to take place at the Location.
- 6.6. In consultation with the security system installer and/or the maintainer, the Customer shall ensure that its CCTV system has been configured to detect the movements which it wants monitored as part of the Monitoring Services.
- 6.7. At times to be agreed between the parties, the Customer shall cooperate with Reliance to run a series of tests to ensure the CCTV system is not being activated by false alarms (for example moving objects such as tree branches), that the on-site configurations present the correct camera views upon activation and that the Location records held by Reliance correspond with the on-site configurations.
- 6.8. The Customer shall use best endeavours to ensure that all third party contracts for services (including, without limitation, telephone line providers) that are required in order for Reliance to provide the Monitoring Services are in place and maintained throughout the Cover Period. Where the Customer fails to establish or maintain any such third party contract and Reliance is unable to provide the Monitoring Services either in their entirety or in part, Reliance's obligation to provide the Monitoring Services shall be suspended in full or in part (as appropriate). Reliance shall not be liable for any loss or damage caused to a Location during such suspension. Reliance shall resume provision of the Monitoring Services immediately following receipt of notice that the third party contract has been restored and confirmation that the communications link between the ARC and the System has been restored. The Customer shall remain liable to pay the Service Charge in full during any such periods of suspension.
- 6.9. Unless illumination is included as part of the System, the Customer shall ensure that sufficient illumination (artificial or natural) is provided to enable Reliance to identify the cause of an activation in any area where CCTV System Monitoring or Visual Verification are provided.
- 6.10. Where the Customer is responsible for providing illumination, the Customer shall carry out periodic checks of the illumination levels at intervals of not less than once every 31 days. Such checks may be satisfied by reviewing recently recorded footage.
- 6.11. The Customer shall provide Reliance with reasonable prior notice of any tests of the System including, but not limited to the fire alarm and personal attack alarms, to enable the System to be placed in a 'test' state so as to avoid unnecessary escalation to the emergency services. Where no prior notice of a test is provided to Reliance, the Customer shall be liable for any fines or penalties levied as a result of a false call to the emergency services.
- 7. KEY HOLDERS**
- 7.1. If escalation to contact Key Holders forms part of the Monitoring Services the Customer shall provide Reliance with the name of the nominated contact and home and mobile telephone numbers for no less than 2 (two) key holders per Location that are able to attend site within 20 (twenty) minutes of being contacted. Alternatively, the Customer may appoint a keyholding company as a nominated Key Holder. The Customer shall advise Reliance of any changes to the Key Holders on or before the date that such changes are implemented.
- 7.2. Where Reliance seeks to contact a Key Holder as part of the escalation procedure, Reliance shall be taken to have discharged its obligations to notify a Key Holder if it has attempted to make contact with all of the Key Holders named by the Customer using all of the telephone numbers provided, notwithstanding the fact that a Key Holder may not respond. If the telephone number called includes a message recording facility then Reliance shall be deemed to have discharged its liability to make contact with a Key Holder if it leaves a recorded message on that message recording facility.
- 8. PAYMENT**
- 8.1. The Customer shall pay Reliance:
- a) the Service Charge in accordance with the Payment Profile from and including the Commissioning Date;
  - b) the cost of any Changes as agreed pursuant to the Change Control Procedure; and
  - c) any other amounts payable under this Agreement.
- 8.2. Where the Initial Term is greater than 12 (twelve) months, Reliance reserves the right to increase the Service Charge upon and effective from each anniversary of the date of this Agreement:
- a) by RPI; and/or
  - b) to address any increase in supplier costs; and/or
  - c) to reflect unusually high numbers of alarm activations.
- 8.3. The Customer shall pay the amounts stated in clause 8.1 within 30 (thirty) days of the date of the relevant VAT invoice. All invoices shall be paid in full without deduction or set-off.
- 8.4. All sums payable under this Agreement unless otherwise stated are exclusive of VAT and all other duties or taxes.
- 8.5. If the Customer fails to pay any amount due under this Agreement, Reliance reserves the right (without prejudice to any other rights or remedies it may have):
- a) to charge interest calculated on a daily rate basis for the period from the due date for payment until the date of payment at the statutory rate of interest determined in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented from time to time; and
  - b) to suspend its provision of the Monitoring Services in whole or in part.
- 9. WARRANTIES**
- 9.1. Reliance warrants that the Monitoring Services shall be performed in a timely and professional manner and with reasonable skill, care and diligence to be expected of a qualified and competent provider of similar services with experience of work of a similar size, scope and complexity to the Monitoring Services required by Customer pursuant to this Agreement.

- 9.2. Save as expressly set out in this Agreement, all conditions and warranties, express or implied, statutory or otherwise on the part of Reliance (including but not limited to any concerning the fitness of the Monitoring Services or any part of them for a particular purpose) are excluded to the fullest extent permitted at law.

**10. DURATION, SUSPENSION AND TERMINATION**

- 10.1. Subject to the remainder of this clause this Agreement shall continue for the Initial Term. At the end of the Initial Term, the parties may agree to extend this Agreement for subsequent periods of 1 (one) year, any such extension shall be recorded in writing and include confirmation of any increases to the Service Charge as advised by Reliance.
- 10.2. Prior to commencement of the Monitoring Services and any renewal/extension of the Monitoring Services, the Customer shall provide Reliance with all purchase orders required to enable Reliance to invoice the Customer fully for the Monitoring Services. If the Customer fails to provide a purchase order, Reliance shall be entitled to suspend the Monitoring Services in question on giving the Customer not less than 31 (thirty one) days' notice in writing.
- 10.3. Either Party shall be entitled to terminate this Agreement in whole or in part by giving the other not less than 3 (three) months' written notice (such notice shall expire no earlier than the end of the Initial Term).
- 10.4. Either Party may terminate this Agreement immediately by notice if the other:
- a) commits any material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) has not been remedied within 31 (thirty one) days after receipt of a written notice giving reasonable particulars of the breach and requiring it to be so remedied;
  - b) becomes insolvent or makes any voluntary arrangement with its creditors or becomes subject to an administration order;
  - c) has a receiver or administrative receiver appointed over any of its assets;
  - d) goes into liquidation (other than for the purpose of a solvent amalgamation or reconstruction).
- 10.5. For the purpose of clause 10.4(a) a breach will be considered capable of remedy if the Party in breach can comply with the provisions in question in all respects.
- 10.6. On termination of this Agreement by either Party, any outstanding Service Charge for the Initial Term (including any reasonable costs incurred by Reliance in anticipation of the Monitoring Services being provided for the Initial Term and any subsequent extension such as the cost of purchasing BT Redcare services) shall immediately become payable. For the avoidance of doubt, the Service Charge is payable during the termination notice period.
- 10.7. Any termination of this Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to under this Agreement or at law or any accrued rights or liabilities of either Party or the coming into or continuance in force of any term of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

**11. LIABILITY**

- 11.1. Neither Reliance nor the Customer shall have any liability (whether for breach of contract, negligence, misrepresentation or otherwise) arising out of or in connection with this Agreement for:
- a) any loss of profit, revenue, anticipated savings, goodwill, reputation, opportunities or business, whether suffered by the other Party or any third party; or
  - b) any indirect or consequential loss or damage.
- 11.2. Subject to clauses 11.1 and 11.3, the aggregate liability of Reliance for the term of this Agreement (whether for breach of contract, negligence, misrepresentation or otherwise) shall not exceed the value of the Service Charge payable for the element of the Monitoring Services to which the claim relates in the 12-month period immediately preceding the date of the first circumstance giving rise to a claim multiplied by a factor of 20 (twenty) subject to an overall cap on liability of £1,000,000.00 (one million pounds).
- 11.3. Nothing in this Agreement excludes or limits the liability of Reliance (a) for death or personal injury caused by Reliance's negligence or (b) for fraud.

**12. CONFIDENTIALITY**

- 12.1. Each Party shall keep confidential all information, know how or materials relating to the other Party's business activities or customers identified by the other Party as confidential or which from the circumstances in which it is made available ought to be treated as confidential, in whatever form and shall not use the same for purposes other than in relation to the performance of the Party's respective obligations under this Agreement. Neither Party shall disclose any such confidential information to any person without the consent of the other except that a Party may disclose to its affiliates, professional advisers, employees, representatives and subcontractors on a need to know basis without obtaining the consent of the other Party. These obligations shall survive termination of this Agreement.
- 12.2. Nothing in this clause 12 shall apply to any information:
- a) which is (or which becomes) available to the public other than by breach of these terms or of any other duty;
  - b) which the Party receiving the information already possesses or which it obtains or originates independently in circumstances in which that Party is free to disclose it; or
  - c) which is required to be disclosed by law, by any governmental or other regulatory authority or by court or other authority of competent jurisdiction.

**13. CHANGE CONTROL PROCEDURE**

- 13.1. Where the Customer or Reliance considers that a change needs to be made to the Monitoring Services or the Location at which such Monitoring Services are provided (including, without limitation, the extension of Monitoring Services to new premises of the Customer) (a "Change"), the Customer may at any time request, and Reliance may at any time recommend, such Change only in accordance with the Change Control Procedure set out below.
- 13.2. Until such time as a Change is made in accordance with the Change Control Procedure, the Customer and Reliance shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.
- 13.3. Where a written request for an amendment is received from the Customer, Reliance shall use reasonable endeavours to review the request and to submit two copies of a Change Control Note signed by Reliance to the Customer within 3 (three) weeks of the date of the request. In the event that Reliance

decides not to issue a Change Control Note, Reliance shall provide the Customer with a detailed explanation in writing of the reasons for not proceeding with the request.

13.4. A recommendation to amend this Agreement or the Monitoring Services by Reliance shall be submitted directly to the Customer in the form of two copies of a Change Control Note signed by Reliance at the time of such recommendation. The Customer shall respond to Reliance within 3 (three) weeks of the date of the Change Control Note.

13.5. Each Change Control Note shall contain the following details, if applicable:

- a) the title of the Change;
- b) the originator and date of the request or recommendation for the Change;
- c) the reason for the Change;
- d) full details of the Change, including any specifications;
- e) the price, if any, of the Change and a schedule of payments if appropriate;
- f) a timetable for implementation, together with any proposals for acceptance of the Change;
- g) details of the likely impact, if any, of the Change on other aspects of this Agreement.
- h) the date of expiry of validity of the Change Control Note; and
- i) provision for signature by the Customer and Reliance.

13.6. A Change Control Note signed by the Customer and by Reliance shall constitute an amendment to this Agreement.

#### **14. DATA PROTECTION**

14.1. The parties shall comply with the data protection provisions contained in Schedule 1 to this Agreement.

14.2. The Customer warrants it has provided all required notifications and has all authority and consents necessary to enable Reliance to lawfully process the personal data in accordance with the Data Protection Laws for the purposes of this Agreement. This shall include but not be limited to notifications and consents regarding the use of CCTV.

14.3. The Customer agrees to keep Reliance fully indemnified at all times from and against all claims, costs, (including legal costs on a full indemnity basis) expenses, losses and liabilities incurred by Reliance or for which Reliance may become liable (including fines and penalties) that result from Reliance's processing of personal data in relation to this Agreement, except to the extent caused by the breach of this Agreement by Reliance or its contractors.

#### **15. FORCE MAJEURE**

15.1. Neither Party shall have any liability to the other, or be deemed to be in breach of this Agreement, by reason of any delay or failure to perform its obligations (other than a payment obligation) if such delay or failure is due to any circumstances beyond the reasonable control of that Party including Act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes, lock-outs or other industrial action, whether of the affected party's own employees or others, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services.

#### **16. TUPE**

16.1. If there is any actual or alleged transfer of the contract(s) of employment of any personnel of the Customer or its contractors to Reliance pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time ("the Regulations") the Customer shall keep Reliance fully indemnified at all times from and against all claims, costs, (including legal costs on a full indemnity basis) expenses, losses and liabilities incurred by Reliance or for which Reliance may become liable in respect of the employment, and the termination of the employment, of any such persons and in respect of any claim arising out of the actual or alleged application of the Regulations.

#### **17. GENERAL**

17.1. The Customer engages Reliance as an independent contractor. Nothing in this Agreement shall create a partnership or the relationship of principal and agent or employer and employee.

17.2. No variation or addition of these terms and conditions will form part of this Agreement unless confirmed by both parties in writing. This Agreement overrides and takes precedence over any other terms and conditions contained in any document or other communication used by Customer.

17.3. If any provision of this Agreement is found by any court or administrative body or competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

17.4. A waiver of either Party's rights will not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and the rights, power or remedy available to that Party shall be cumulative.

17.5. The Customer may not assign or transfer any benefit, interest or obligation under this Agreement without the prior written consent of Reliance.

17.6. Notices:

- a) All notices which are required to be given under this Agreement shall be in writing and shall be sent to the following addresses or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. All such notices shall be marked for the attention of the following people:
  - For Reliance – Alarm Receiving Centre Manager at the address contained in Reliance's Administration and Operations booklet issued from time to time.
  - For the Customer – see details set out in Section 1.
- b) Notices may be given, and will be deemed received:



- by first-class post: two business days after posting;
  - by hand: on delivery;
  - by e-mail: to the address in the Administration and Operations booklet in the case of Reliance and to the address set out in Section 1 in the case of the Customer: 24 hours from delivery if sent to the correct email address and no notice of delivery failure is received.
- c) A notice given under Clauses 10.3 or 10.4 of this Agreement is not validly served if sent by email.
- d) This clause does not apply to notice given in legal proceedings, arbitration or other dispute resolution proceedings.
- 17.7. Headings to clauses are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 17.8. No one other than a Party to this Agreement shall have any right to enforce any of its terms.
- 17.9. This Agreement shall be governed by and construed in accordance with English law and the parties agree to the exclusive jurisdiction of the English Courts.

## **SCHEDULE 1**

### **PART A**

#### **1. Definitions**

##### **1.1. In this Schedule:**

- 1.1.1. Controller, Data Subject, International Organisation, Personal Data, Personal Data Breach, Processor and processing shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly);
- 1.1.2. Protected Data means Personal Data received from or on behalf of the Customer in connection with the performance of Reliance's obligations under this Agreement; and
- 1.1.3. Sub-Processor means any agent, subcontractor or other third party (excluding its employees) engaged by Reliance for carrying out any processing activities on behalf of the Customer in respect of the Protected Data.

#### **2. Customer's compliance with data protection laws**

The parties agree that the Customer is a Controller and that Reliance is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Customer shall, at all times, comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to Reliance in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Laws. Nothing in this Agreement relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.

#### **3. Reliance's compliance with data protection laws**

Reliance shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

#### **4. Instructions**

- 4.1. Reliance shall only process (and shall ensure its personnel only process) the Protected Data in accordance with Section 1 of Part B of this Schedule and this Agreement (including with regard to any transfer to which paragraph 8 of this Part A relates) except to the extent:
- 4.1.1. that alternative processing instructions are agreed between the parties in writing; or
  - 4.1.2. otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).
- 4.2. Without prejudice to paragraph 2 of this Part A, if Reliance believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Monitoring Services until the parties have agreed appropriate amended instructions which are not infringing.

#### **5. Security**

Reliance shall implement and maintain the technical and organisational measures set out in Section 2 of Part B of this Schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

## **6. Sub-processing and personnel**

### **6.1. Reliance shall:**

- 6.1.1. not permit any processing of Protected Data by any Sub-Processor without the written authorisation of the Customer;
- 6.1.2. prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this Schedule that is enforceable by Reliance and ensure each such Sub-Processor complies with all such obligations;
- 6.1.3. remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and
- 6.1.4. ensure that all persons authorised by Reliance or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

## **7. Assistance**

- 7.1. Reliance shall (at the Customer's cost) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to Reliance.
- 7.2. Reliance shall (at the Customer's cost) taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

## **8. International transfers**

Reliance shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the prior written authorisation of the Customer except where required by applicable law (in which case the provisions of paragraph 4.1 of this Part A shall apply).

## **9. Audits and processing**

Reliance shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate Reliance's compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR, and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this paragraph 9).

## **10. Breach**

Reliance shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

## **11. Retention and deletion/return**

- 11.1. Reliance shall store and retain CCTV images on its secure server for a period of 30 days after which date they will automatically be permanently deleted save where the images are required for ongoing criminal or legal investigations whereupon they will be manually archived and normally retained for a period of 12 months.
- 11.2. In line with BS5979:2007, paragraph 7.1 Reliance shall retain Customer records for the duration of the contract term plus 3 years. Customer records shall contain the following minimum information:
  - a) Name, address and telephone number of the monitored Customer premise;
  - b) Name and telephone numbers of appointed Customer contacts;
  - c) The appropriate emergency service to be contacted or other agreed actions(s) to be undertaken, when an alarm condition occurs;
  - d) Agreed setting/unsetting times where appropriate;
  - e) The types of signals to be monitored; and
  - f) Records of all monitored events (for not less than 3 years after the event to which they refer).
- 11.3. Subject to paragraphs 11.1 and 11.2 of this Part A, at the end of the provision of the Monitoring Services, at the Customer's cost and the Customer's option, Reliance shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Reliance to store such Protected Data.

## **12. Survival**

This Schedule shall survive termination or expiry of this Agreement until the return or secure deletion or disposal of the last of the Protected Data in Reliance's (or any of its Sub-Processor's) possession or control in accordance with this Agreement.

## **PART B**

### **Section 1—Data processing details**

Processing of the Protected Data by Reliance under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Section 1 of this Part B.

#### **1. Subject-matter of processing:**

Provision of Remote Monitoring services.

#### **2. Duration of the processing:**

General Data = For the life of the contract plus three years as required by the Alarm Receiving Centre Accreditation (BS5979)

Audio associated with Genuine Alerts = 12 months

Audio associated with False Alerts = 24 hours

CCTV Images & Video associated with Genuine Alerts = 12 months

CCTV Images & Video associated with False Alerts = 30 days

**3. Nature and purpose of the processing:**

Personal Data is processed to enable the provision of Remote Monitoring services and any other services supplied in connection with these services, ensuring the protection of property, reputation and personal safety of the data subject.

Personal Data is collected from the Data Subject directly and/or transferred by the Customer. Personal Data is captured via Reliance's online customer portal, on electronic or handwritten forms and transferred electronically via email or by post. Personal Data can be transferred securely either password protected and encrypted or by using a secure messaging service.

Personal Data is stored on secure servers within a BS 5979, ISO 27001 accredited alarm receiving centre and backup to an alternative site within a secure data centre protected by a BS 5979 accredited alarm receiving centre.

Any physical data received is transferred to our electronic systems without delay and the original physical copy is immediately destroyed by using a shredder conforming to security level P-4.

Personal Data is processed when an alert from the customers security and/or safety system(s) is received or when a request to process the data is received from either the Data Subject or the Customer.

The Customer, in its capacity as Controller and employer of the Data Subject, may also have access to the Data Subject's Personal Data via Reliance's online customer portal.

**4. Type of Personal Data:**

Name – Mandatory

Contact Information (email / telephone number/s) – Mandatory

**5. Categories of Data Subjects:**

Employees

**6. Specific processing instructions:**

Data is only processed to enable the provision of Remote Monitoring Services or as otherwise described in Reliance's Customer privacy notice.

**Section 2—Minimum technical and organisational security measures**

In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, Reliance shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.



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