



TERMS AND CONDITIONS OF SALE (BUSINESS CUSTOMERS)

IF YOU ARE A CONSUMER, PLEASE DO NOT PROCEED WITH THESE TERMS AND CONDITIONS OF SALE (BUSINESS CUSTOMERS), PLEASE CONTACT US FOR A COPY OF THE TERMS AND CONDITIONS OF SALE (CONSUMER CUSTOMERS).

YOU ARE A "CONSUMER" IF YOU ARE AN INDIVIDUAL BUYING GOODS OR SERVICES FROM US FOR DOMESTIC OR PERSONAL PURPOSES AND NOT FOR THE PURPOSE OF ANY TRADE, BUSINESS, CRAFT OR PROFESSION.

1. INTERPRETATION

1.1. In these Conditions:

"Alarm Receiving Centre" means a centre where alarm monitoring Services are provided by a subcontractor of Ours.

"Business Day" means any day Monday to Friday inclusive on which banks in London are open for business;

"Conditions" means the terms and conditions set out in this document (terms and conditions of sale (business customers)) and includes any special terms and conditions agreed in writing between You and Us;

"Confidential Information" means any and all information that is confidential in nature (spoken or written) obtained by (or disclosed to) one party relating to the other party including information relating to its business, finance, technology, know-how, intellectual property, assets, strategy, processes, arrangements or operations, products, suppliers and/or customers;

"Contract" means the Order Documentation and these Conditions;

"Delivery" means completion of delivery of Materials and/or Services specified in an Order Documentation in accordance with Condition 6;

"Delivery Date" the estimated date specified for delivery of Materials and/or Services specified in the Order Documentation or otherwise between You and Us;

"Effective Date" means the date on which the Contract takes effect from as set out in the relevant Order Documentation;

"Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition; and collapse of buildings, fire, explosion or accident.

"Maintenance Commencement Date" means the date that the parties agree the Maintenance Services (if relevant) shall commence;

"Initial Term" means the minimum period for Ongoing Services set out in the Order Documentation;

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

Maintenance Agreement means the agreement setting out the details of the Maintenance Services and which incorporates these Conditions either by reference or by attachment.

"Maintenance Services" is defined in Condition 10;

“Materials” means the goods (or any part of them) including but not limited to security systems, locks and mechanical products, fire safety systems, electrical systems and components as set out in the Order Documentation;

“MCS” means Microgeneration Certification Scheme;

“NICEIC” means National Inspection Council for Electrical Installation Contracting;

“NSI” means the National Security Inspectorate;

“Normal Working Hours” means 9.00 a.m. to 5.00 p.m. on any Business Day;

“Ongoing Services” means the Maintenance Services, monitoring services and/or any other services provided by Us to You on a continuing basis;

“Order Documentation” means the relevant order documentation (including Our quotation, Specification and Maintenance Agreement, as relevant) setting out in the sales details agreed between You and Us;

“Price” means the prices of the Materials and/or Services as outlined in the relevant Order Documentation;

“Regulations” means the NSI Codes of Practice, BAFE British Standards, NICEIC Electrical Standards, MCS Solar PV Standards and Police Authority Regulations as amended, re-enacted, or extended from time to time;

“Renewal Term” means each term of 12 months which automatically commences on expiry of the previous Renewal Term (or in the case of the first Renewal Term on the expiry of the Initial Term) unless and until the Ongoing Services have been terminated.

“Replacement Parts” means all parts and subassemblies of the Materials installed by Us pursuant to the provision of Maintenance Services;

“Services” the services (if any) specified in the relevant Order Documentation, including but not limited to installation of the Materials and Ongoing Services;

“Site Address” means the address listed as such Order Documentation or any other premises in which the Materials are installed, delivered or collected;

“Spare Parts” means all parts and subassemblies of the Materials which You may opt to purchase and store at the Site Address from time to time;

“Specification” means the specification prepared by Us based on the scope of work and requirements agreed with You;

“Term” means the Initial Term together with each Renewal Term (if any);

“Warranty Period” means the 12 months manufacturer warranty on all Materials commencing on the Delivery Date;

“We” or **“Us”** means Fuzion 4 Group Ltd (registered in England under number 01285001) whose registered office is at Cirket House, Sidney Little Road, St Leonards on Sea, East Sussex, TN38 9PU trading as BeSure Fire and Security, AB Electrical, JS Fire Protection, Helia Renewables or Hastings Locksmiths (as set out in the relevant Order Documentation). **“Our”** will be interpreted accordingly;

“You” means the person, firm or company entering into the Contract with Us. **“Your”** will be interpreted accordingly.

- 1.2. A reference to legislation or a legislative provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include

the singular.

- 1.6. References to “in writing” includes written agreements such as Order Documentation, amendment documents, letters and communication via email.
- 1.7. The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.8. Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. COMMENCEMENT

- 2.1. The Contract shall commence on the Effective Date and, subject to Conditions 2.2 and 14, shall continue until completion of performance of the Contract.
- 2.2. Where the Contract is for Ongoing Services, on expiry of the Initial Term, the Contract shall automatically renew on a Renewal Term basis until and unless otherwise You give us at least 3 months’ notice prior to the expiry of the Initial Term or any Renewal Term to terminate the Contract for Ongoing Services. Such termination shall take effect from the next date that the Term would otherwise renew.

3. ORDERS AND SPECIFICATION

- 3.1. Any typographical, clerical, or other error or non-intentional omission in the Order Documentation shall be subject to correction without any liability on Our part.
- 3.2. You are responsible for ensuring the accuracy of the information contained in the Order Documentation, and for giving Us any and all necessary information relating to the Services within a reasonable time to enable Us to perform the Contract in accordance with its terms.
- 3.3. The quantity, quality and description of and any Specification for the Materials and/or Services shall be those set out in the Order Documentation or as otherwise communicated by Us to You in writing. Any request for any change to the Specification or scope of Services shall be subject to Our agreement and new Order Documentation.
- 3.4. Upon reasonable notice to You, We have the right to make any changes in the Specification of the Materials and/or Services if so required to conform with any applicable statutory, regulatory or EU requirement (including any requirement of the Regulations) which do not materially affect its quality or performance.
- 3.5. Once an Order Documentation has been agreed and signed by both parties You may not cancel any Material and/or Service (in whole or in part) in the Order Documentation unless You make a written request to Us to cancel at least 15 Business Days prior to the Delivery Date and We agree, in writing, to such cancellation (such agreement not to be unreasonably withheld or delayed). For the avoidance of doubt, in the event of such cancellation any and all deposits paid or payable by You are non-refundable. You shall also reimburse Us for any and all reasonable losses (including loss of profit), costs (including the cost of all labour and materials used prior to cancellation), damages, charges and expenses incurred by Us as a result of such cancellation.

4. PRICE OF THE MATERIALS AND SERVICES PROVIDED BY US

- 4.1. Any Price quoted by Us shall be valid for 30 days from receipt by You. Where no Price has been set out in the Order Documentation (or a quoted price is no longer valid), We reserve the right to review and amend the quoted Price or to charge You in accordance with Our scale of charges in force from time to time.
- 4.2. We may, by giving written notice to You at any time before the Delivery Date, increase the Price of the Materials and/or Services to reflect any increase in the cost to Us which is due to a variable factor about which You have been notified in advance and which is beyond Our control, such as, without limitation, any foreign exchange fluctuation and alteration of duties.
- 4.3. We may, by giving at least 1 months’ prior written notice to You, increase the Price of any Maintenance Services at any time. If You do not agree to such increases in Maintenance Services, You may terminate the Contract on written notice to Us prior to the date upon which the Ongoing Services Price increase is due to take effect, such notice to terminate must be received by Us within 14 days of the date upon which We originally give written notice of the Maintenance Services Price increase. If You give such notice the Maintenance Services Price increase shall not be effective.

5. TERMS OF PAYMENT

- 5.1. Unless otherwise agreed in writing between You and Us or specified in the Order Documentation, We shall invoice You in accordance with this Condition 5.1:
 - 5.1.1. For installation services, We shall invoice You for:
 - (a) a deposit of 50% of the installation services Price on the Effective Date and this must be paid by You prior to the installation services commencing;
 - (b) the remaining 50% of the installation services Price on or at any time after the earlier of: (i) completion of the installation services; or (ii) the date on which installation services would have completed but for Your

failure or delay in allowing Us to carry out such installation services;

5.1.2. For the Price of Materials, We shall invoice You on or at any time after the earlier of: (i) the actual date of Delivery or the date of collection by You; or (ii) the date on which Delivery, collection of the Materials would have taken place but for Your failure or delay in taking delivery or collecting the Materials;

5.1.3. For Ongoing Services, We shall invoice You annually or monthly in advance (as specified in the Order Documentation) with the first invoice being on or at any time after the Effective Date.

5.2. You shall pay any and all invoices in full and cleared funds within 30 days of the date of invoice. Payment shall be made to the bank account nominated in writing on the invoice by Us.

5.3. Without prejudice to any other right or remedy that We may have, if You fail to pay any sum due under the Contract by the due date:

5.3.1. We may charge interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Condition 5.3.1 will accrue each day at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when that base rate is below 0%; and

5.3.2. We may suspend all or part of the Services or terminate or suspend any further deliveries of Materials to You, until payment has been made in full.

5.4. All payments payable to Us by You under the Contract shall become due immediately on its termination or expiry. This Condition 5.4 is without prejudice to any right to claim for interest under the law or under the Contract.

5.5. All amounts payable by You under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Us to You, You shall, on receipt of a valid VAT invoice from Us, pay to Us such additional amounts in respect of VAT as are chargeable on the supply of the Materials and/or Services at the same time as payment is due for the supply of the Materials and/or Services.

6. DELIVERY

6.1. Delivery of the Materials shall be completed on the earlier of:

6.1.1. You collecting the Materials from the agreed location within 3 Business Days of Us notifying You in writing that the Materials are ready for collection; or

6.1.2. when We place the Materials at Your disposal at the Site Address (if We have agreed to deliver the Materials); or

6.1.3. where applicable, upon installation of the Materials at the Site Address

6.2. We shall use Our reasonable endeavours to meet the Delivery Date.

6.3. Delays in the delivery of Materials and/or Services shall not entitle You to:

6.3.1. refuse to take delivery of the Materials and/or Services; or

6.3.2. claim damages; or

6.3.3. terminate the Contract.

6.4. We shall have no liability for any failure or delay in delivering any Materials and/or providing any Services (including installation) to the extent that any failure or delay is caused by Your failure to comply with its obligations under the Contract. Where any delay is caused by You, We reserve the right to make an additional charge or increase the Price acting reasonably.

6.5. Where You request a variation in the Delivery Date, quantities of Materials or Specifications of the Materials and/or Services or where there is a delay in Delivery, collection or installation of the Materials and/or Services as a result of the Your acts or omissions, We shall charge, and You shall be liable for, any additional costs incurred by Us.

6.6. If, pursuant to Condition 6.1.1 You a) fail to collect the Materials within three (3) Business Days; b) or fails to take delivery of the Materials or fails to give Us adequate delivery instructions at the time stated for Delivery (otherwise than by reason of a Force Majeure Event or by reason of Our fault) then, without prejudice to any other right or remedy available to Us, We may:

6.6.1. store the Materials and charge You for the reasonable costs (including insurance) of storage, or sell the Materials

6.6.2. after deducting all reasonable storage and selling expenses, account to You for the excess over the Price under the Contract; or charge You for any shortfall below the Price under the Contract.

7. RISK AND PROPERTY

7.1. Risk in the Materials shall pass to You:

7.1.1. in the case of Materials to be collected by You from the agreed location, at the time when You collect the Materials; or

7.1.2. in the case of delivery by Us, at the time of Delivery or, if You fail to take Delivery of the Materials, the time when You agreed in writing to take Delivery of the Materials.

7.2. Notwithstanding Delivery and passing of risk in the Materials, ownership of the Materials shall not pass to You until all sums due or owing by You to Us on any account have been paid.

- 7.3. Until such time as the title in the Materials passes to You, You shall:
- 7.3.1. keep the Materials: (a) separate from those goods of Yours and third parties; and (b) properly stored, protected, maintained and insured and identified as Our property.
 - 7.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to those Materials;
 - 7.3.3. at Our request deliver all the Materials in Your possession that have not been resold, or irrevocably incorporated into another product and if You fail to do so promptly, We may enter any premises of Yours or of any third party where the relevant Materials are stored in order to recover them; and
 - 7.3.4. notify Us immediately if You become subject to bankruptcy or insolvency (including voluntary or involuntary winding up) or a general assignment for the benefit of its creditors;; and
 - 7.3.5. give Us such information We may reasonably require from time to time relating to the Materials and Your ongoing financial position.
- 7.4. Demand for recovery of the Materials by Us shall not of itself discharge either Your liability to pay the whole of the Price and take Delivery of the Materials or Our right to submit a legal claim for the whole of the Price.

8. INSTALLATION

- 8.1. Where the Contract includes installation of the Materials, and unless agreed in writing to the contrary with an agreed Specification, this is deemed to be on a site selected and prepared by You which shall meet Our specified requirements. In the event of any variation from this Specification We reserve the right to make an additional charge which shall be reasonable in the circumstances. We shall not be liable or be required to express any opinion upon the suitability of Your Site Address or the supply of any mains services thereto.
- 8.2. If You fail to comply with the provisions of Condition 8.1 in timely fashion, in addition to all other remedies available to Us, We may charge for each subsequent Delivery and installation or attempted Delivery and installation of the Materials to Your Site Address at Our prevailing rates.

9. TIME AND PLACE FOR PROVISION OF SERVICES

- 9.1. The Services shall be supplied at the Site Address specified in the Order Documentation or as otherwise agreed in writing between You and Us.
- 9.2. We shall be entitled to bring on to the Site Address in advance of actual requirement any equipment or materials required to provide the Services and You shall at Your own expense make available to Us secure storage facilities for such equipment or materials.
- 9.3. You shall provide at Your own expense such assistance as We shall reasonably require in the provision of the Services.
- 9.4. Time for provision of Services is not to be of the essence of the Contract. Any Delivery Date given in respect thereof by Us is an estimate and We shall not be liable for any loss or damage (whether direct or consequential which shall include loss of profit), whether negligently or otherwise, caused by provision of Services being after the estimated Delivery Date.
- 9.5. We are not liable if We are unable to meet any Delivery Date due to any act or omission by You (for example, if You are not present at the Site Address to let Us in to deliver Services) and any resulting alternative Delivery Date may incur additional charges payable by You. You shall notify Us at least 48 hours prior to any Delivery Date if You require a later Delivery Date. If such notice from You to delay the Delivery Date is received less than 48 hours prior to the original Delivery Date, We reserve the right to charge a cancellation fee in respect of the original Delivery Date.
- 9.6. You acknowledge that We may make extra charges for any Services carried out outside Normal Working Hours at Your request.

10. MAINTENANCE SERVICES

- 10.1. We shall provide Maintenance Services for the Materials supplied by Us to You from the Maintenance Commencement Date until any expiry or termination of the Contract or Maintenance Services if the relevant Order Documentation sets out an agreement between You and Us for the provision of Maintenance Services.
- 10.2. Maintenance Services include but are not limited to:
- 10.2.1. planned preventive maintenance (including, without limitation, adjustments, modifications, and supply and installation of Spare or Replacement Parts) of such a nature and at such time and frequency as shall be deemed necessary by Us to comply with the Regulations;
 - 10.2.2. unscheduled call-outs and technical support (chargeable at Our then current rates);
 - 10.2.3. remedial maintenance (including without limitation, adjustments, modifications, and supply and installation of Spare Parts) due to malfunction of the Materials.
- 10.3. For the avoidance of doubt, Maintenance Services do not include;
- 10.3.1. work other than to the Materials; repair of damage to, or replacement of parts of, the Materials, caused by accident or misuse, or by the neglect, act or default by You or any other user of the Materials or by any factor external to the Materials (including, without limitation, defective consumable items, or the failure of, or defects in, equipment which is not part of the Materials); painting or refinishing the Materials or furnishing supplies

for such purposes, or making Specification charges or performing services connected with relocation of the Materials or any part thereof, or providing, adding or removing accessories, attachments, consumable items or other devices; and

- 10.3.2. any services in relation to Materials which have been altered other than by Us.
- 10.4. Maintenance Services under Condition 10.2.1 will be provided by Us during Normal Working Hours and subject to prior reasonable notice by Us to You.
- 10.5. Maintenance Services under Condition 10.2.2 will be provided by Us as soon as reasonably practicable from the time the request from You for such Maintenance Services is received by Us and We shall provide a 24 hour emergency service which can be contacted 24 hours per day by telephoning the phone number provided to You by Us.
- 10.6. Spare or Replacement Parts supplied and installed in the Materials as part of the provision of a Maintenance Services will be provided at the Price provided by Us.
- 10.7. All Spare or Replacement Parts shall be either new, or reconditioned or reassembled parts which are equivalent to new Spare Parts in performance. We warrant that We have good title to such Spare or Replacement Parts and the title in such Spare or Replacement Parts shall remain with Us upon their installation in the Electrical and mechanical products, electronic Security Systems or Fire Safety Systems.
- 10.8. We shall provide You with a completed service report and log-book entry after every visit.
- 10.9. If any replacement or repair included within Maintenance Services is normally affected by removal of the Materials or any part thereof from the Site Address, and You do not permit this, We will be entitled to recover any additional costs incurred thereby and We shall incur no liability for any resultant delay or failure in providing the relevant Maintenance Services.
- 10.10. Monitoring Services may be provided with the Maintenance Services if specified in the relevant Order Documentation. You agree that monitoring services will not be provided by Us to You unless You have entered into a Maintenance Agreement.

11. YOUR OBLIGATIONS

11.1. You shall:

- 11.1.1. provide Us with all user and engineer codes before taking over new or legacy systems fitted or maintained by other providers, otherwise We reserve the right to default the system or to require attendance of the manufacturer or installer and additional charges will apply.
- 11.1.2. reimburse Us for any charges made by the Police, Fire Service or other authority to Us from time to time in connection with the Materials and/or Services (as applicable) after delivery and/or installation;
- 11.1.3. make and pay for such arrangements with any third-party communications service provider, utilities provider, service media or other authority as may be necessary in connection with the applicable Materials and/or Services;
- 11.1.4. notify Us forthwith (confirming in writing) any defects, errors or issues appearing in Materials and/or Services and shall permit Us to take such reasonable steps as it shall consider necessary to remedy such defect, error or issue;
- 11.1.5. notify Us of any structural alterations to the Site Address or any modification in the requirements of the Materials and/or Services or in the third-party communication service provider's installation or utilities or service media affecting the Materials and/or Services. To the extent possible, We shall carry out all alterations and modifications necessary to maintain the Materials at Your expense;
- 11.1.6. pay Us for the full cost of all work required to the Materials due to damage caused by accidents or malicious damage;
- 11.1.7. pay all reasonable costs of all visits to reset signalling equipment, other than those attributed to electronic failure of the Materials and/or Services within the Warranty Period;
- 11.1.8. be responsible for carrying out or procuring the maintenance, modifications and alterations of the network infrastructure, IT equipment, software, firmware and routine updates that affect the Materials and/or Services;
- 11.1.9. obtain and pay for all necessary consents, permissions and licenses for the installation and maintenance of Materials and/or Services (including landlord consent);
- 11.1.10. provide Our employees, agents and/or sub-contractors free and safe access to all areas in the Site Address on the date and time agreed, including permits to work and health and safety induction before any work commences. Our employees, representatives or agents may stop work if they are of the view that the Your site is unsafe and they are at risk of death or personal injury. For avoidance of doubt, this shall not excuse You from any payment obligations under the Contract;
- 11.1.11. arrange and supply non-switched fuse spur outlet/s provided by a certified electrical contractor in locations recommended within the Order Documentation or design Specification, prior to the commencement of works, unless otherwise agreed by Us in writing;
- 11.1.12. be responsible for advising Us and pointing out the existence of concealed water pipes, gas pipes, under floor heating, electrical wiring, telephone and network cables to avoid accidental damage whilst carrying out work,

for which We cannot be held liable;

- 11.1.13. pay any additional charges to repair or replace existing equipment or cabling that We have proposed to utilise “as existing” when carrying out a system takeover or upgrade previously installed and maintained by another provider / supplier. Any such defects will be charged on a time and materials basis;
 - 11.1.14. be responsible for registering CCTV systems with the Data Protection Register (www.dataprotection.gov.uk) and complying with the latest GDPR policies;
 - 11.1.15. be responsible for supplying Us with accurate key holder details which must be completed and updated as soon as possible. In the absence of accurate keyholder details, the police, fire service or other authority will refuse to allocate a unique reference number to the system and consequently, the Alarm Receiving Centre will be unable to transmit any alarm activation signals from the system to the relevant authority.
- 11.2. You acknowledge and agree that where the Materials and/or the Services include access to or the use of an Alarm Receiving Centre, such Alarm Receiving Centre will be provided by a third party subcontractor engaged by Us. You shall comply with any additional or ancillary terms and conditions in respect of the provision of the Alarm Receiving Centre which may be notified to You by Us, and You acknowledge and agree that if You does not comply with such terms, We will not be obliged to provide or procure any services in connection with an Alarm Receiving Centre.

12. WARRANTIES AND LIABILITY

- 12.1. Subject to Condition 12.2 below, We warrant that Materials supplied and installed (if applicable) by Us will correspond materially with the Specification at the time of Delivery.
- 12.2. The above warranty is given by Us subject to the following:-
 - 12.2.1. We shall be under no liability in respect of any defect in Materials arising from any drawing, design, requirements or other information supplied by You or a third party on Your behalf; and
 - 12.2.2. We shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse or alteration or repair of the Materials without Our prior written approval.
- 12.3. Subject to Condition 12.5, We shall not be liable to You for any loss, damage, costs, expenses or other claims for compensation arising from any documents and other materials including data or other information provided by You which is incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong format, or arising from the late arrival or non-arrival, or any other fault of Yours.
- 12.4. Subject to Condition 12.5, the Materials and/or Services are intended only to reduce the risk of loss and damage to property and injury to persons on the premises to which the Materials and/or Services relate to the extent that is reasonably practicable through the use of such Materials and/or Services. We give no undertaking to You that the Materials and/or Services may not be compromised or circumvented or that the Materials and/or Services will prevent any loss by Fire, burglary, robbery, theft or otherwise. We do not guarantee that particular loss, damage or injury can and will be prevented by use of the Materials and/or Services provided by Us.
- 12.5. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - 12.5.1. death or personal injury caused by negligence;
 - 12.5.2. fraud or fraudulent misrepresentation; and
 - 12.5.3. any other losses which cannot be excluded or limited by applicable law.
- 12.6. Subject to Condition 12.5, We shall not be liable for any loss or damage suffered by You however caused, whether as a result of any negligence, breach of contract, misinterpretation or otherwise resulting from any Fire, unauthorised entry or burglary, robbery, theft, damage, disturbance in excess of £50,000 inclusive of all costs and expenses.
- 12.7. Subject to Condition 12.5, We shall not be liable to You for any: (i) loss of profit; (ii) loss of sales or business; (iii) loss of, damage to or corruption of data; (iv) loss of or damage to goodwill; or (v) any indirect, special or consequential loss, damage, costs, expenses or other claim (whether caused by the negligence of Us, Our employees, representatives or subcontractors) which arise out of or in connection with the provision of the Materials or Your use of such Materials.
- 12.8. Subject to Condition 12.5, Our total aggregate liability under or in connection with the Contract shall not exceed:
 - 12.8.1. in the case of Ongoing Services, the total Price paid or payable by You to Us in the 12 months preceding the first event of loss or damage;
 - 12.8.2. in the case of Materials and/or Services other than Ongoing Services, 100% of the Price paid by You for the provision of the specified Materials and/or Services to which the liability relates.
- 12.9. Subject to Condition 12.5, We shall not be liable for any loss suffered by You as a result of failure of a transmission from the Materials and/or Services (where applicable), not being received at the Alarm Receiving Centre, if this is due to the fault of Your communications service provider, a failure in the electricity supply to the equipment, IT failure or interruption or other equipment or media service sharing the same line or network, or as a result of a Force Majeure Event.
- 12.10. We shall not be liable for any reduced level or loss of police or fire service response caused by excessive false alarms.

13. INTELLECTUAL PROPERTY

- 13.1. All Intellectual Property Rights in or arising out of or in connection with the Materials and/or Services (other than Intellectual Property Rights in any materials and information provided by You) shall be owned by Us.
- 13.2. We grant to You, or shall procure the direct grant to You of, a non-transferable, revocable, worldwide, non-exclusive, royalty-free licence to use the aforementioned Intellectual Property Rights during the term of the Contract for the sole purpose of receiving and using the Materials and/or Services.
- 13.3. You grant to Us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials or information provided by You to Us for the term of the Contract for the purpose of providing the Services to You.
- 13.4. You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with any claim made against Us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Our use of Your materials and information in accordance with the terms of the Contract.

14. TERMINATION

- 14.1. Your rights to terminate Ongoing Services are set out in Condition 2.2.
- 14.2. Either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of the Contract and, if such breach is remediable, it is not remedied within 30 days of receiving notice of the breach. We may terminate the Contract under this Condition 14.1 if You fail to make any payment by its due date.
- 14.3. You may terminate the Contract by giving written notice to Us if We enter bankruptcy or insolvency including voluntary or involuntary winding up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a general assignment for the benefit of Our creditors.
- 14.4. We may terminate the Contract by giving written notice to You if We become aware of any preliminary act, such as the filing of a petition notice or an application to the court, indicating that You are at risk of entering into administration.
- 14.5. In the event of the Contract being terminated for any reason any payments to be made by You to Us in respect of which invoices have been issued but which have not fallen due at the date of termination shall become immediately due and owing: and You shall immediately pay to Us any outstanding amounts owed.

15. FORCE MAJEURE

- 15.1. Provided it has complied with Condition 15.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event (the "Affected Party"), the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 15.2. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 15.3. The Affected Party shall as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract.
- 15.4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 4 weeks written notice to the Affected Party.

16. CONFIDENTIALITY

- 16.1. Each party undertakes that it shall not at any time disclose to any person the other party's Confidential Information except as permitted in this Condition 16.
- 16.2. Each party may disclose the other party's Confidential Information:
 - 16.2.1. to its employees, officers, representatives, subcontractors or advisors who need to know such Confidential Information for the purposes of carrying out the party's obligations under the contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisors to information comply with the party's confidentiality obligations under the Contract; or
 - 16.2.2. as may be required by law, a court of competent jurisdiction or any government or regulatory authority.
- 16.3. No party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

17. General

- 17.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 17.2. No waiver by either party of any breach of the Contract by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 17.3. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 17.4. We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without Our prior written consent.
- 17.5. The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 17.6. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.7. The Contract and any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

By accepting the Order Documentation attached to these Conditions and/or referencing these Conditions, You accept and agree to these Conditions.



Fuzion 4 Limited, Cirket House, Sidney Little Road, St Leonards on Sea, East Sussex, TN38 9PU

Tel: 01424 436385 | Email: enquiries@fuzion4.co.uk | Web: www.fuzion4.co.uk

Company Number 1285001 | VAT Number 202853293