

# TERMS & CONDITIONS FOR THE PROVISION OF SERVICES BY GROUP TWO LIMITED T/A ROBOWATCH

## 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these terms and conditions (**Conditions**).

**Contract:** the Customer's purchase order and the Supplier's acceptance of it, or the Customer's unqualified acceptance of a quotation for Services by the Supplier under Condition 2.2;  
**Customer:** the person, firm or company who purchases Services;  
**Customer's Equipment:** Without limitation, any systems, cabling, mains or generator power supplies, telephone lines or facilities provided by the Customer and required directly or indirectly in the supply of the Services;  
**Damage:** Any damage (howsoever caused and including irreparable damage) which occurs to the Supplier's Equipment while on the Customer's premises save for any damage that is caused directly by the Supplier;

**Deliverables:** all Documents, products and materials developed by the Supplier or its agents and employees in relation to the Services in any form;

**Document:** all Documents, information and materials provided by the Supplier relating to the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer, including replacement equipment;

**In-put Material:** all Documents, information and materials provided by the Customer relating to the Services;

**Intellectual Property Rights:** all patents, invention and design rights, copyright, trade and service marks, business and domain names, rights in get-up or goodwill, rights in computer software and database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including applications for, and renewals or extensions of such rights;

**Pre-existing Materials:** all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of the Contract;

**Quotation:** the specification and quotation for the Services provided by the Supplier to the Customer; the services to be provided by the Supplier under the Contract as set out in the Quotation, excluding the installation and de-installation of the Supplier's equipment;

**Supplier:** Group Two Limited, with company number 03611396 and its registered office at Bank Chambers, 1 Central Avenue, Sittingbourne, Kent ME10 4AE;

**Supplier's Equipment:** without limitation, any equipment, including, tools, systems, cabling, cameras, detectors, loudspeakers, amplifiers, transmitters, routers, receivers or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer, including replacement equipment;

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

## 2. APPLICATION OF CONDITIONS

2.1 These Conditions shall:

(a) apply to and be incorporated into the Contract; and  
(b) prevail over any terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Supplier, constitutes an offer by the Customer to purchase the Services on these Conditions. No offer placed by the Customer shall be accepted by the Supplier other than:

(a) by a written acknowledgement issued and executed by the Supplier; or  
(b) (if earlier) by the Supplier starting to provide the Services,

when a Contract for the supply and purchase of the Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Contract.

2.3 Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with Condition 2.2. Any Quotation is valid for a period of 30 days from its date, provided that the Supplier has not previously withdrawn it.

## 3. COMMENCEMENT AND DURATION

3.1 The Services supplied under the Contract shall be provided by the Supplier to the Customer from and to the dates specified in the Supplier's acceptance of the Customer's offer in accordance with Condition 2.2.

3.2 Subject to Condition 10, the Services supplied under the Contract shall continue to be supplied for a period as set out in the Quotation and shall be supplied and charged for a minimum of 100 (one hundred) hours per week. After that, the Services shall continue to be supplied unless the Contract is terminated by one of the parties giving to the other not less than 7 (seven) days' notice.

## 4. SUPPLIER'S OBLIGATIONS

4.1 The Supplier shall use reasonable endeavours to provide the Services in accordance in all material respects with the Quotation.

4.2 Subject to Conditions 5.1(e) and 5.1(f), the Supplier shall within a reasonable time arrange the repair and/or replacement of the Supplier's Equipment where such repair and/or replacement is required as a result of Damage, provided always that the Customer shall be liable and shall pay for the cost of such repair and/or replacement as set out in Condition 6.2.

## 5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

(a) co-operate with the Supplier in all matters relating to the Services;  
(b) provide the Supplier, its agents and employees, in a timely manner and at no charge, with access to the Customer's premises, office accommodation, data and other facilities as required by the Supplier;

(c) timely provide to the Supplier and at no charge such In-put Material and other information as the Supplier may require and ensure that it is accurate in all material respects;

(d) be liable and pay (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services;

(e) be responsible for any repair and/or replacement costs relating to Damage as set out in Condition 6.2;

(f) inform the Supplier as soon as practicable upon the occurrence of any Damage;

(g) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply from time to time at the Customer's premises;

(h) ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;

(i) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's Equipment, the use of In-put Material and the use of the Customer's Equipment in relation to the Supplier's Equipment, in all cases before the date on which the Services are to start;

(j) keep, maintain and insure the Supplier's Equipment in good condition, and not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions; and

(k) not move, alter or in any way tamper with the Supplier's Equipment except with the Supplier's written instructions or authorisation.

5.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents or employees or by any failure of any of the Customer's Equipment howsoever caused, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

5.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

## 6. CHARGES AND PAYMENT

6.1 The total price for the Services that the Customer agrees to pay shall be the amount set out in the Quotation. The total price shall be paid to the Supplier (without deduction or set-off) as set out in the Quotation. The Supplier shall invoice the Customer monthly for the charges that are then payable, together with expenses, the costs of materials or replacement equipment (if any) and value added tax, where appropriate, calculated as provided in Condition 6.4 provided always that there shall be a minimum charge for a minimum of 100 (one hundred) hours of the Services per week.

6.2 In addition to the price payable under Condition 6.1, the Customer shall be liable to pay on the Supplier's demand for the repair and/or replacement costs relating to the Supplier's obligation under Condition 4.2, calculated as follows:

(a) £75.00 call-out charge for each call-out; plus

(b) £50.00 for every hour (or part thereof) after the first 30 minutes of labour that is required to repair Damage on a call-out; plus

(c) the cost to the Supplier of any and all replacement equipment that is reasonably required to ensure the Supplier's Equipment is in good working order.

6.3 The price contained in the Quotation excludes value added tax.

6.4 Where the Supplier agrees to provide the Services for a period of 13 weeks or greater, the Supplier agrees not to charge the Customer for the installation and de-installation costs relating to the Supplier's Equipment. Where the Supplier agrees to provide the Services for a period which is less than 13 weeks, the Customer shall pay all installation and de-installation costs relating to the Supplier's Equipment as set out in the Quotation.

6.5 The Customer shall pay each invoice submitted to it by the Supplier in full and in cleared funds within 30 days of receipt to a bank account nominated by the Supplier.

6.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:

(a) charge interest on such sum from the due date for payment at the annual rate of 6% above the base lending rate from time to time of The Royal Bank of Scotland Plc accruing on a daily basis and being

compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. The Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

(b) suspend all Services until payment has been made in full.

6.7 Time for payment shall be of the essence of the Contract.

6.8 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision. This Condition 6.8 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

6.9 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

## 7. INTELLECTUAL PROPERTY RIGHTS

As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables, the Pre-existing Materials and the Supplier's Equipment shall be owned by the Supplier.

8. **CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY**

8.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, its employees, agents, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products which the Customer may obtain.

8.2 The Customer may disclose such information:

(a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and

(b) as may be required by law, court order or any governmental or regulatory authority.

8.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 8.

8.4 The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.

8.5 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer (including Pre-existing Materials and the Supplier's Equipment) shall at all times be and remain the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

## 9. LIMITATION OF LIABILITY – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

9.1 **This Condition 9 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:**

(a) any breach of the Contract;

(b) any use made by the Customer of the Services, the Deliverables or any part of them; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these Conditions limits or excludes the liability of the Supplier:

(a) for death or personal injury resulting from negligence; or

(b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier.

9.4 The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to £20,000 (twenty thousand pounds).

## 10. TERMINATION

10.1 The Supplier may terminate the Contract at any time by giving to the Customer not less than 7 (seven) days' notice.

10.2 On termination of the Contract for any reason:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

(b) the Customer shall securely and safely store the Supplier's Equipment, Pre-existing Materials and Deliverables, which the Supplier may collect at any time after it is aware that the Contract has terminated. Until they have been collected by the Supplier, the Customer shall be solely responsible for their safe keeping; and

(c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

10.3 As soon as practicable after termination of the Contract for any reason, the Supplier shall inspect the Supplier's Equipment and, if in its reasonable opinion Damage has occurred, the Customer shall be liable on demand to pay for repair and/or replacement costs calculated in accordance with Condition 6.2;

10.4 On termination of the Contract (however arising), the following Conditions shall survive and continue in full force and effect: Condition 7; Condition 8; Condition 9; Condition 10; and Condition 20.

## 11. FORCE MAJEURE

The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, shortage of materials, Customer's Equipment or Supplier's Equipment, fire, flood, storm, inductive lightning or default of suppliers or subcontractors.

## 12. VARIATION

12.1 The Supplier may, from time to time change the Services, provided that where practicable, it will give the Customer at least 14 (fourteen) days' notice of any change.

12.2 Subject to Condition 12.1, no variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties (such signature to be by a director in the case of the Supplier).

## 13. WAIVER

13.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

13.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## 14. SEVERANCE

14.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, the validity and enforceability of the other provisions of the Contract shall not be affected and shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 15. ENTIRE AGREEMENT

15.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

15.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).

## 16. ASSIGNMENT

16.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of its rights or obligations under the Contract.

16.2 The Supplier may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

## 17. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

## 18. RIGHTS OF THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under or in connection with it.

## 19. NOTICES

19.1 Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the Quotation, or as otherwise specified by the relevant party by notice in writing to the other party.

19.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in the Quotation or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

19.3 This condition 19 shall not apply to the service of any proceedings or other documents in any legal action.

19.4 A notice required to be given under the Contract shall not be validly served if sent by e-mail.

## 20. GOVERNING LAW AND JURISDICTION

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).