

BWS Security Systems Limited Sales, Service and Aftercare Terms and Conditions

Our terms

1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we and any other company and/or affiliate within the BWS group supply and install fire and security system products to you and provide aftercare services (including planned preventative maintenance visits and corrective maintenance visits) in relation to those fire and security products. These terms and conditions will also cover monitoring services and all other services provided by us to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products, services and/or aftercare services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2 Information about us and how to contact us

- 2.1 **Who we are.** We are BWS Security Systems Limited a company registered in England and Wales. Our company registration number is 03851779 and our registered office is at Unit 11, Church Farm Business Park, Corston, Bath BA2 9AP. Our registered VAT number is 752851224.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at our head office on 01225 872385 or by writing to us at admin@bwsstandfast.com.
- 2.3 **How we may contact you.** If we have the need to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3 Our contract with you

- 3.1 **How we will accept your order.** Your sending to us a signed copy of the order form will be an offer by you to buy our system products, our services and/or our aftercare services. Our acceptance of your order will take place on the earliest of when we email you to accept it or when we provide the fire and security system products to you and/or provide the services to you and/or start to provide aftercare services, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the products, the services or the aftercare services. This might be because any of the products are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of any of the products or because we are unable to meet a delivery deadline you have specified.

4 Our products, services and aftercare services

- 4.1 **Products to be provided.** We will provide and install the security systems and/or fire systems as set out in the design specification, and/or the written quotation, and the signed order form.

4.2 **Warranty.** We provide a **one year warranty** on our security systems and fire systems.

We are only liable to you under our warranties for the repair or replacement (at our choice) by our engineers of original parts of the security systems and/or fire systems. Our warranties do not cover any damage caused or due to the systems not being operated or maintained in accordance with any manuals or instructions provided to you, or caused by you allowing the systems to be altered or repaired without our written consent, or otherwise arises as a result of wilful damage or negligence or by electricity or telephone line failure or by any natural event such as flood, lightening or other similar events.

4.3 **Services to be provided.** We will provide the services as set out in the design specification, and/or the written quotation, and the signed order form. For monitoring services, we work with leading third party manufacturers who provide an extensive range of the latest surveillance cameras, recording equipment and monitoring centres. As part of the monitoring services, we may keep an eye over your property 24 hours per day, reacting by triggering a police response where necessary. We will only carry out such monitoring services if consented to by you. This can be done by you sending to us a signed copy of the order form and us following the process in clause 3.1 above.

4.4 **Aftercare Services to be provided.** Following the installation of security systems and/or fire system we will from the date of commissioning provide you with a one year **Bronze** level aftercare service which will include the following number of planned preventative maintenance visits per year depending on the security system and/or fire system you have purchased:

Intruder Alarm System	1 planned preventative maintenance visit per year
Police Monitored Intruder Alarm System	2 planned preventative maintenance visits per year
Fire Alarm System	2 planned preventative maintenance visits per year
CCTV System	1 planned preventative maintenance visit per year
Police Monitored CCTV System	2 planned preventative maintenance visits per year
Access Control System	1 planned preventative maintenance visit per year

The **Bronze** aftercare service also includes access to our customer helpline which is available 24 hours every day and also gives you priority access to our emergency call out engineers for any required corrective maintenance visits.

Except where you take out the Gold or Platinum aftercare services or where you are covered by warranty, if you require a corrective maintenance visit from one of our engineers then you will be charged for those visits at the rates specified to you when you call our customer helpline.

4.5 **Amending the Services.** You may at any time change your mind about the aftercare services to be provided, or are currently being provided, by either terminating the aftercare services being provided or by upgrading or downgrading the level of aftercare services to be provided.

If you wish to terminate the aftercare services which are provided, you will need to give us at least one month's notice in writing by contacting us to let us know.

The aftercare services will end immediately at the end of the one month notice period and we will refund any sums paid by you for aftercare services not provided but we may deduct from that refund (or if you have not made an advance payment, charge you) reasonable compensation for the net costs we will have incurred as a result of your ending the aftercare services. An example being, a monthly pro-rata refund would not be fully due where the company has expended labour costs on the planned preventative maintenance visit/s and the aftercare agreement is being terminated by you near to the end of the annual period.

In addition to the Bronze aftercare service we offer the following additional aftercare services:

<p>Silver</p>	<p>You will receive the same number of planned preventative maintenance visits per year as for the Bronze aftercare service, in addition you will have a one year warranty for parts relating to the security systems and/or fire systems installed at your premises.</p> <p>However where damage or repairs are caused or due to the systems not being operated or maintained in accordance with any manuals or instructions provided, or caused by you allowing the system to be altered or repaired without our written consent, or otherwise arises as a result of wilful damage or negligence or by electricity or telephone line failure or by any natural event such as flood or lightening then there will be an additional charge for replacement parts at our standard rate.</p>
<p>Gold</p>	<p>You will receive the same number of planned preventative maintenance visits per year as for the Bronze aftercare service, in addition you will be entitled to unlimited corrective maintenance visits from our engineers without any additional charge relating to the security systems and/or fire systems installed at your premises.</p> <p>However where damage or repairs are caused or due to the systems not being operated or maintained in accordance with any manuals or instructions provided, or caused by you allowing the systems to be altered or repaired without our written consent, or otherwise arises as a result of wilful damage or negligence or by electricity or telephone line failure or by any natural event such as flood or lightening then there will be an additional charge for corrective maintenance visits at our standard rate.</p>
<p>Platinum</p>	<p>You will receive the same number of planned preventative maintenance visits per year as for the Bronze aftercare service, in addition you will have a one year warranty for parts relating to the security systems and/or fire systems installed at your premises and will be entitled to unlimited corrective maintenance visits from our engineers without any additional charge.</p> <p>However where damage or repairs are caused or due to the systems not being operated or maintained in accordance with any manuals or instructions provided, or caused by you allowing the system to be altered or repaired without our written consent, or otherwise arises as a result of wilful damage or negligence or by electricity or telephone line failure or by any natural event such as flood or lightening then there will be an additional charge for corrective maintenance visits or replacement parts at our standard rate.</p>

If you wish to upgrade or downgrade the aftercare services which are provided, you will need to give us at least one month's notice by contacting us to let us know. The aftercare services will immediately upgrade or downgrade at the end of the one month notice period and in the case of an upgrade may require additional payment from you and in the case of a downgrade we will refund any sums paid by you for aftercare services not provided but we may deduct from that refund (or if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of downgrading the aftercare service

required.

Under all levels of aftercare service, only standard access equipment will be provided on planned or corrective maintenance visits. All mobile platforms and any other form of nonstandard access equipment hired in will be charged to you at cost to the company.

- 4.6 **Products may vary slightly from their pictures.** The images of the products on our website and in our brochure are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or a picture in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.
- 4.7 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website and in our brochure.

5 Your rights to make changes

If you wish to make a change to the system product, services or the aftercare services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the system, service or aftercare service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8, Your rights to end the contract).

6 Our rights to make changes

- 6.1 **Minor changes to the products and services.** We may change any of the system products and/or services:

6.1.1 to reflect changes in relevant laws and regulatory requirements; and

6.1.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the system products and/or services.

- 6.2 **More significant changes to the products and/or services and these terms.** In addition, we may make more significant changes to the system product and/or services and these terms, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products and/or services paid for but not received:

7 Providing the products, services and/or aftercare services

- 7.1 **Delivery costs.** We will be responsible for the costs of delivering and the installation of the system products to the address set out in the order form.

- 7.2 **When we will install the products and provide the services and/or aftercare services.**

7.2.1 Unless otherwise agreed with you, we will deliver and install the system products at the address set out in the order form as soon as reasonably possible. We will contact you to arrange a date to deliver and install the products which shall be between the hours of 8.00 am to 6.30 pm on weekdays. You will give us uninterrupted and unobstructed access to your property so as to enable us to deliver and install the products. In the event that we do not have unrestricted or unobstructed access to your property then we may charge you additional costs incurred by us as a result. You confirm that you have authority to allow us to enter and install the products at the property. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.

7.2.2 Where your order includes services and/or aftercare services we will provide you with

dates that the planned services and/or preventative maintenance visits will be carried out, which will be between the hours of 8.00 am to 6.30 pm on weekdays.

You will let us know as soon as reasonably possible if any of these dates are not convenient. You will give us uninterrupted and unobstructed access to your property so as to enable us to provide the planned services and/or preventative maintenance visits on the specified dates. In the event that we do not have unrestricted or unobstructed access to your property then we may charge you additional costs incurred by us as a result. You confirm that you have authority to allow us to enter and maintain the products and/or services at the property. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.

- 7.2.3 Where you have requested a corrective maintenance visit, you will give us uninterrupted and unobstructed access to your property at the time agreed for the visit so as to enable us to provide the corrective maintenance visit on the specified date. In the event that we do not have unrestricted or unobstructed access to your property then we may charge you additional costs incurred by us as a result. You confirm that you have authority to allow us to enter and maintain the products at the property.
- 7.2.4 You will be responsible for all structural works which may be required or considered prudent so as to enable the installation and/or maintenance of the products and/or services.
- 7.3 **We are not responsible for delays outside our control.** If our supply and installation of the system products and/or services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.
- 7.5 **When you own goods.** You own a product which is goods once we have received payment in full.
- 7.6 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products and provide the services and/or aftercare services to you, for example, risk assessments, property address, property access information, opening times (where you are a business) and contact details. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying and/or installing the products and/or services late or not supplying or installing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.7 **We may also suspend supply of the products or services if you do not pay.** If you do not pay us for the products, services or the aftercare services when you are supposed to (see clause 12.5) and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend supply of the products, the services and/or the aftercare services until you have paid us the outstanding amounts. We will contact you to tell you via your statement that we are suspending supply of the products, the services and/or aftercare services. We will not suspend the products, the services and/or aftercare services where you dispute the unpaid invoice (see clause 12.7). As well as suspending the products, the services and/or aftercare services we can also charge you interest on your overdue payments (see clause 12.6).

8 Your rights to end the contract

The following clauses (8.1 to 8.4) only apply if you are a **Consumer**

8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

8.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back);

8.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**

8.1.3 **If you have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this will be subject to the following deductions:

- (a) the installation costs of the system products and/or the provision of services; and
- (b) the reduction in the value of the goods if this has been caused by your handling or your use of the products, their installation or their uninstallation

and you will have to pay the costs of returning the system products to us or if you prefer we can uninstall the system products for you at your cost which will be charged as per the price as notified to you when arranging the uninstallation.

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 8.2.1 to 8.2.2 below the contract will end immediately and we will refund you in full for any system products which have not been provided. The reasons are:

8.2.1 we have told you about an upcoming change to the product, services or these terms which you do not agree to (see clause 6.2);

8.2.2 we have told you about an error in the price or description of the product or services you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the products or services may be significantly delayed because of events outside our control;

8.2.4 we have suspended supply of the products or services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than three months; or

8.2.5 you have a legal right to end the contract because of something we have done wrong (including because we have delivered late).

8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought by exchange of emails or via a website or web-based platform you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- 8.4.1 **Have you bought services and/or aftercare services**, if so, you have 14 days after the day you/we accept your order. However, if you cancel after we have started the services and/or aftercare services, you must pay us for part of the services and/or aftercare services, including any planned preventative maintenance visits provided up until the time you tell us that you have changed your mind.
- 8.4.2 **Have you bought security or fire products**, if so you have 14 days after the day you (or someone you nominate) receives the goods, **unless your goods are split into several deliveries over different days**. In this case you have until 14 days after the day you (or someone you nominate) receive the last delivery to change your mind about the goods.

The following clauses (8.5 to 8.7) only apply if you are a Business

8.5 If:

8.5.1 you give us notice in writing within a reasonable time of discovery that some or all of the system products:

- (a) do not conform in all material respects with their description;
- (b) are not free from material defects in design, material and workmanship;

8.5.2 we are given a reasonable opportunity of examining such system products; and

8.5.3 you (if asked by us) return such system products to the our place of business at the your cost,

we shall, at our option, repair or replace the defective system products, or refund the price of the defective system products in full.

8.6 We shall not be liable for the Products failure if:

8.6.1 you make any further use of such system products after giving us notice in accordance with clause 8.5;

8.6.2 the defect arises because you failed to follow our oral or written instructions or any manuals and/or guidance as to the use or maintenance of the system products or (if there are none) good trade practice;

8.6.3 you alter or repair such system products without our written consent;

8.6.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions or due to event or by any natural event such as flood or lightening.

8.7 The terms of these Conditions shall apply to any repaired or replacement system products supplied by us.

9 How to end the contract with us (including if you have changed your mind)

This clause 9 only applies if you are a Consumer

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

9.1.1 **Email.** Email us at admin@bwsstandfast.com. Please provide details of what you bought, our specification number, when you ordered or received it and your name and address.

9.1.2 **Online.** Complete the form on our website.

9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you (but not installed) or you have received them and they have been installed, you must return them to us.

You must post the goods back to us at Unit 11, Church farm Business Park, Corston, Bath BA2 9AP or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01225 872385 or email us at admin@bwsstandfast.com for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 **When we will pay the costs of return.** We will pay the costs of return:

9.3.1 if the products are faulty or misdescribed; or

9.3.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

9.4 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

9.5 **What we charge for uninstillation.** If you are responsible for the costs of return and you ask us to uninstall the products, we will charge you the costs of uninstillation as notified to you.

9.6 **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.7 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

9.7.1 We may reduce your refund of the price (excluding the delivery costs) to reflect the installations costs of the system products as set out in the order form.

9.7.2 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling or your use of the products, their installation or their uninstillation. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.7.3 Where we provide services and/or aftercare services, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the services and/or aftercare service level undertaken.

9.7.4 Where we engage third party subcontractors to provide all or part of the services, if we have paid monies to such third parties or have incurred costs on your behalf, we will only be able to refund you to the extent that those monies are refundable or

recoverable by us.

9.8 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

9.8.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

9.8.2 In all other cases, your refund will be made within 14 days of you telling us you have changed your mind.

10 **Our rights to end the contract**

10.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the system products;

10.1.3 you do not, within a reasonable time, allow us to deliver and install the system products;

10.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services and/or aftercare services.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the system product and will refund any sums you have paid in advance for products which will not be provided.

10.4 **We may withdraw the services and/or aftercare services.** We may write to you to let you know that we are going to stop providing the services and/or aftercare services purchased and will refund any sums you have paid in advance for services which will not be provided.

Clause 10.5 and 10.6 only apply if you are a Business

10.5 **We may terminate the contract in the following scenarios.** Without limiting our other rights or remedies, we may terminate the contract with immediate effect by giving written notice to you if:

10.5.1 you commit a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within 30 days of you being notified in writing to do so;

10.5.2 you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;

- 10.5.3 your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to the terms of the contract is in jeopardy; or
- 10.6 Without affecting any other right or remedy available to us, we may terminate this contract on giving not less than three months' written notice to you, provided that any notice to terminate served under this clause 10.6 shall not be served before the first anniversary of the contract start date.

11 If there is a problem with the product

This clause 11 only applies if you are a Consumer

- 11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team on 01225 872385 or write to us at admin@bwsstandfast.com.

Our Complaints Policy

We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise there may be times where our customers may not be completely satisfied.

To ensure we are able to put things rights as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction.

As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards. By either calling, writing or emailing us.

We aim to respond within 7 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.

In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible.

Where we cannot resolve any complaints using our own complaints procedure, we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact <https://www.ombudsman-services.org>.

Alternative Dispute Resolution Service - <https://www.financial-ombudsman.org.uk/who-we-are/governance-funding/adr>

- 11.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract.

12 Price and payment

- 12.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price as set out in the order form.

- 12.2 **Where to find the price for the services and/or aftercare services.** The price of the services will be the price set out in the order form. The price of the Bronze aftercare service within the first year warranty period (which includes VAT) will be the price as set out in the order form. If you have entered into the Silver, Gold or Platinum service level agreement the price for these agreements or for any upgrades or downgrades will be as notified to you by us. The price for corrective maintenance visits which are not covered by your specific aftercare service level agreement will be the hourly rate and call-out charge as notified to you when arranging the corrective maintenance visit.

- 12.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 12.4 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 12.5 **When you must pay and how you must pay.** We accept payment by credit and debit card. When you must pay depends on what product you are buying. You may pay for the systems products, services and aftercare services by one of the following methods:
- 12.5.1 You shall pay for the **systems products** in full within 30 days of invoice after we have completed the installation.
- 12.5.2 You may either pay for the **services and/or aftercare services** in full within 30 days of invoice after we have completed the installation or by 12 equal monthly instalments by interest free direct debit.
- 12.6 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of The Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 13 **Our responsibility for loss or damage suffered by you**

The following clauses (13.1 to 13.5) only apply if you are a Consumer

- 13.1 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987.
- 13.2 **When we are liable for damage to your property.** If we are providing services and/or aftercare services in your property, we will make good any damage to your property caused by us while doing so. We will also make good any damage to your property caused by us during the installation of the system products. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while installing the system products or providing the services and/or aftercare services.
- 13.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.4 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable including, but not limited to any loss or damage to third parties. Loss or damage is foreseeable if either it is obvious that it will happen

or if, at the time the contract was made, both we and you knew it might happen, for example, if you specifically discussed it with us.

13.5 **Liability Cap.** Without prejudice to clause 13.1 above, our total liability arising under or in connection with this contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in no circumstances exceed:

13.5.1 for any claim arising within the first 12 months of the date of the contract, the total charges paid under the contract; or

13.5.2 for any claim arising after the first 12 months of the date of the contract, the total charges paid in the 12 months prior to the date of such claim.

The following clauses (13.6 to 13.13) only apply if you are a Business

13.6 These terms and conditions constitute the entire agreement between us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us which is not set out in these terms and conditions.

13.7 These terms and conditions apply to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

13.8 Any dates quoted for delivery of the system products are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the system products that is caused by an event beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

13.9 If we fail to deliver and install the system products, our liability shall be limited to the costs and expenses incurred by you in obtaining installed replacement goods of similar description and quality in the cheapest market available, less the price of the system products.

13.10 We shall use reasonable endeavours to meet any performance dates for the delivery and installation of the system products and the services and/or aftercare services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the services and/or aftercare services.

13.11 We may recover the system products in which title has not passed to you. You irrevocably license us, our officers, employees and agents, to enter any premises of yours to recover any system products in which property has not passed to you.

13.12 Nothing in these Conditions shall limit or exclude our liability for death or personal injury caused by its negligence, or the negligence of our employees, agents or subcontractors or fraud or fraudulent misrepresentation.

13.13 Subject to clause 13.12:

13.13.1 we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of use or corruption of software, data of information, or any indirect or consequential loss arising under or in connection with these terms and conditions; and

13.13.2 our total liability arising under or in connection with this contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in no circumstances exceed:

13.13.2.1 for any claim arising within the first 12 months of the date of the contract, the total charges paid under the contract; or

13.13.2.2 for any claim arising after the first 12 months of the date of the contract, the total charges paid in the 12 months prior to the date of such claim.

14 How we may use your personal information

This clause 14 applies if you are a Consumer and a Business

14.1 How we will use your personal information. We will use the personal information you provide to us:

14.1.1 to supply the products, services and aftercare services to you;

14.1.2 to process your payment for the products, services and aftercare services; and

14.1.3 to give you information about similar products and services that we provide, but you may stop receiving this at any time by contacting us.

14.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the products, services or aftercare services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

14.3 Third party subcontractors. We may pass your personal information to third parties who require it strictly in relation to the performance of the products, services and/or aftercare services under this contract, for example subcontractors. Further information on how we process your personal data can be viewed on our website at: <https://www.bwssecurity.co.uk/privacy-notice.php>.

15 Other important terms

15.1 We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

15.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 Nobody else has any rights under this Agreement. This agreement is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 If a court finds part of this Agreement illegal, the rest will continue in force. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

15.5 Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

15.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

- 15.7 **Variation.** Except as provided in clause 8.2.1 above if you are a Consumer, we may alter, amend and re-issue these terms and conditions at any time with notice as a result of changes in the law or as a result of any issues that arise in the course of providing the products, services and/or aftercare services to you. If these terms and conditions are altered, amended or re-issued, a copy of those terms and conditions will be sent to you.
- 15.8 **Confidentiality.** We both undertake that we shall not at any time during the contract and for a period of two years after termination or expiry of the contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of each other, except that:
- 15.8.1 we may disclose each other's confidential information: (1) to our employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising our rights or carrying out our obligations under the contract. We shall ensure that our employees, officers, representatives, contractors, subcontractors or advisers to whom we disclose each other's confidential information complies with this clause 15.8; and (2) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.