

## TERMS AND CONDITIONS OF AGREEMENT (DOMESTIC CUSTOMERS)

**IT IS AGREED:**

**1. Definitions**

1.1. When the following words with capital letters are used in these Terms and Conditions and the Front Sheet, this is what they mean:

<b>Agreement</b>	the Front Sheet and these Terms and Conditions
<b>Commencement Date</b>	the date on which this Agreement to provide you with the goods and/or services set out on the Front Sheet comes into existence which will be the date on which we receive a copy of the Front Sheet signed by you
<b>Company / us / we</b>	Kings Security Systems Ltd, a company registered in England and Wales with company registration number 01008045 and its registered offices at 4 St Dunstons Technology Park, Bradford, West Yorkshire BD4 7HH trading as Kings Secure Technologies.
<b>Customer / you</b>	any person who enters into this Agreement for purposes outside of his/her trade, business or profession
<b>Customer Address</b>	the address of the Customer as set out on the Front Sheet
<b>Equipment</b>	any burglar alarm, fire alarm or other equipment or device provided by the Company under this Agreement which forms part of the Installation
<b>Force Majeure Event</b>	any event affecting, delaying or preventing the performance by the Company of its obligations under this Agreement arising from or attributed to acts, events, omissions or accidents which are beyond the reasonable control of the Company including any abnormal inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, vandalism, arson or criminal damage to the installed Equipment, terrorist action, civil commotion, refusal of the police, fire or other authorities to accept notification of the receipt of any alarm signal and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or authority and, in the case of the Customer, any state of the Customer's Premises or location where the Services are provided rendering such sites dangerous or unsafe for the provision of the Services in the reasonable opinion of the Company or Company Personnel
<b>Front Sheet</b>	the Company document which you have signed, and which contains your details and details of what is being provided to you together with any other necessary additional information
<b>Installation</b>	the installation of the Equipment at the Customer's Premises in accordance with this Agreement
<b>Installation Charge</b>	the cost of Installation as set out on the Front Sheet
<b>Maintenance Charge</b>	the annual sum charged by the Company to the Customer in respect of Maintenance Services
<b>Maintenance Services</b>	the maintenance of the Equipment to be provided by the Company as set out on the Front Sheet
<b>Maintenance Services Commencement Date</b>	the date from which the Company will start to provide the Maintenance Services as noted on the Front Sheet
<b>Monitoring Charge</b>	the annual sum charged by the Company to the Customer in respect of the Monitoring Service
<b>Monitoring Services</b>	the services provided to the Customer as set out on the Front Sheet and as further described in clause 9
<b>Monitoring Services Commencement Date</b>	the date from which the Company will start to provide the Monitoring Services as noted on the Front Sheet
<b>Monitoring Station</b>	The Company's site from which the Monitoring Services are provided and currently situated at Kings Technology Centre, Unit 1-2 Sapcote Trading Centre, Powke Lane, Cradley Heath, B64 5QR, or at such other premises of which the Company shall notify the Customer from time to time

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<b>Month</b>	a calendar month
<b>Services</b>	any or all or any combination, as relevant, of the services to be provided by the Company as set out on the Front Sheet
<b>Term</b>	the period beginning on the Commencement Date and ending upon termination of this Agreement for whatever reason
<b>Termination Unit</b>	any type of Equipment or other device which receives or transmits electronic alarm signals from the Equipment or other devices via telephone lines, private circuits or direct radio communication
<b>Warranty</b>	any warranty for the Equipment provided by the Company as indicated on the Front Sheet

**Please note the following points when reading these Terms and Conditions.**

Any reference to a clause is to a clause in these Terms and Conditions.

The headings for each of the clauses in these Terms and Conditions are included for ease of reading and have no legal effect.

Where the words "writing" or "written" are used in the Agreement, this includes, without limitation, e-mail.

**1. How the Agreement comes into existence**

- 1.1. The Agreement, which sets out the contractual arrangements with you and the Company, comes into existence upon our receipt of a copy of the Front Sheet signed by you. We will notify you ("**Order Confirmation**") in writing of the date on which we receive the Front Sheet signed by you, unless you have handed the Front Sheet to us in person, and that date will be the Commencement Date. If you handed the Front Sheet to us in person, the date on which you did so will be the Commencement Date. You should keep a copy of the Front Sheet for your own records and note the Commencement Date on it once we have notified you of it.
- 1.2. The Agreement will continue to exist for the duration of the Term unless it is terminated by you or us in accordance with the clauses below.

**2. How to contact us and how we may contact you**

- 2.1. You can contact us by telephoning our customer service team at 0330 678 0635 or by writing to us at Customer Services, Kings Security Systems Ltd, 4 St Dunstons Technology Park, Bradford, West Yorkshire BD4 7HH or by email to [customer.service@kingsltd.co.uk](mailto:customer.service@kingsltd.co.uk).
- 2.2. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address set out on the Front Sheet.

**3. Cancellation by you**

*Cancellation within the 14 day cancellation period*

- 3.1. You have a legal right to cancel the Agreement for any reason (including if you change your mind) during a 14 day cancellation period (the "**Cancellation Period**") unless clause 3.9 applies.
- 3.2. The Cancellation Period in respect of any Installation or Services will end 14 days after the day on which you receive your Order Confirmation.
- 3.3. The Cancellation Period in respect of any Equipment will end 14 days after the day on which you receive the Equipment except that if you have ordered Equipment in multiple parts, the Cancellation Period will end 14 days after the day on which you receive the last of the Equipment.
- 3.4. To exercise the right to cancel, you must inform us of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post or an email - see clause 2 above for the relevant contact details). You may use the model cancellation form (see Annex A), but this is not compulsory.
- 3.5. To meet the cancellation deadline, it is sufficient for you to send your cancellation statement before the Cancellation Period has ended.

*Effect of cancellation*

- 3.6. If you have a right to cancel, and do cancel, the Agreement within the 14 day Cancellation Period, we will reimburse to you all payments received from you in respect of the relevant Equipment or Services subject to the following:
  - 3.6.1. if you cancel an order for Equipment, you must return the Equipment to us. The cost of returning the Equipment must be paid by you (except if the goods are faulty – see clause 9.5). You must send us the Equipment without undue delay and, in any event, within 14 days of telling us you wish to end the Agreement (otherwise we may legitimately refuse to reimburse you);

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- 3.6.2. if any Equipment returned to us has been used or damaged, we may deduct an amount equal to the loss in value of the Equipment. In some cases, the amount deducted may be equal to the full price of the Equipment; and
- 3.6.3. we will not be required to reimburse any additional sum charged to you for a more expensive method of delivery than the standard delivery method offered by us.
- 3.7. We will make the repayment without undue delay, and not later than 14 days after we are informed about your decision to cancel the Agreement or, if your order is for Equipment, 14 days after the day on which we receive the Equipment from you (or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us).
- 3.8. We will make the repayment using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the repayment.

### *Supply of services during the cancellation period*

- 3.9. During the order process, you may be asked to consent to our cancellation policy, and you acknowledge that:
- 3.9.1. if any Installation date, Maintenance Services Commencement Date and/or Monitoring Services Commencement Date specified on the Front Sheet is less than 14 days after the Commencement Date, you are expressly requesting those services begin during the Cancellation Period;
- 3.9.2. if you subsequently cancel the Agreement, you will be required to pay us an amount which is proportionate to the services that we have performed up until you have informed us of your wish to cancel the Agreement; and
- 3.9.3. you have no right to cancel any Installation after it has been completed.

### *Cancellation after the 14 day cancellation period*

- 3.10. After the Cancellation Period has expired, you have no automatic right to cancel the Agreement. Any cancellation of the Agreement after this period will need our approval – please contact us to explain why you would like to cancel the Agreement and to see if we will accept the cancellation.

## 4. Installation

Where Installation is being provided:

### 4.1. Facilities necessary for Installation and receipt of Services

- 4.1.1. The customer must ensure that you are, or someone who is aware of the arrangements under the Agreement (“**your representative**”) will be, present at the Customer’s Premises at the time arranged for the Installation (see clause 4.2.1).
- 4.1.2. The Customer shall provide to the Company every reasonable facility and assistance which the Company shall require to enable it to carry out the Installation at the Premises and no goods or objects shall be placed or permitted in such a position or positions so as to obstruct or hinder the Company or its staff in carrying out the Installation. The Customer shall provide any electricity or telecommunications supply necessary for the performance of the Installation
- 4.1.3. The Customer shall obtain and maintain all necessary licences, permissions and consents which may be required for the Installation or receipt of the Services before the date on which the Installation of the Equipment is to take place and/or the Services are to start.

### 4.2. Installation of the Equipment by the Company

- 4.2.1. If a date for the Installation of the Equipment has not been included on the Front Sheet, the Company shall contact you to arrange a mutually suitable time.
- 4.2.2. We are not responsible for delays outside our control (referred to as Force Majeure Events) although we will take step to minimise any such delay. A non-exhaustive list of Force Majeure Events is included at the start of these Terms and Conditions. You should refer to clause 15 in the event we notify you that Installation is delayed due a Force Majeure Event as clause 15.1 sets out your rights to cancel due to Force Majeure Event.
- 4.2.3. If any information or specification provided by you to the Company appears to be incorrect on arrival by the Company at the Customer’s Premises, this may cause a delay to the Installation of any Equipment as the Company may need to re-evaluate the Installation Charge and provide you with a new quote which will include any additional work or Equipment required. If you do not wish to proceed with the Installation at the re-evaluated cost, you may cancel this Agreement without any obligation or fee due to the Company. If you do wish to proceed at the re-evaluated cost, we will provide an amended Front Sheet for your further signature and the date of receipt by us of the signed Front Sheet will be the Commencement Date.
- 4.2.4. In carrying out the work at the Customer’s Premises the Company will exercise all reasonable care and skill but we are not responsible for the cost of repairing any pre-existing faults or pre-existing damage to the Customer’s

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Premises that we discover while working on the Installation or for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Agreement was entered into, both the Company and the Customer knew it might happen, for example, if you discussed it with us before entering into the Agreement.

- 4.2.5. If, after the completion of the Installation, you require any extensions and/or alterations to the Installation, you should contact the Company and we will provide a quote for your approval. If, after receipt of the quote, you instruct us to proceed with such extensions and/or alterations, you must pay the quoted costs upon the completion of the relevant extensions and/or alterations in accordance with clause 5.6.
- 4.3. The Customer confirms that it has selected the Equipment from the options presented to it by the Company. Whilst the Company confirms that the Equipment complies with all standards that apply to the manufacture and distribution of such items in the UK (including all [applicable] British Standards, the Customer acknowledges and accepts that the Equipment has not been designed or manufactured by the Company and that the Company has not tested or verified the Equipment to ascertain whether or not any malware of any type has been embedded in the Equipment or any software which has been supplied for use with the Equipment by its manufacturer. Accordingly, the Customer accepts that no representation, warranty, assurance or undertaking (express or implied) is or will be made by the Company in respect of the absence of any malware in the Equipment and/or any associated software and no responsibility or liability is or will be accepted by the Company to the Customer or any person in such regard.
- 4.4. Ownership of the Equipment
- 4.4.1. When you become responsible for the Equipment: Once the Installation of the Equipment is complete, the Customer is responsible for the Equipment and all attachments to the network or telecom provider [e.g. British Telecom] equipment and facilities which form part of the Installation.
- 4.4.2. When you own Equipment: You own the Equipment once we have received payment in full for the Installation Charge.
- 4.4.3. If you do not pay the Installation Charge in full as required under the Agreement, then, without limiting any other right or remedy we may have, we will be entitled to require you to return to us the Equipment, and if you fail to do so within seven days after our request for this return, we will be entitled to enter the Customer's Premises and recover the Equipment.

### 5. Payment of Charges

- 5.1. This clause 5 sets out how any payments due from the Customer to the Company for the Installation, Equipment and Services must be made as well as details of our right to make additional charges where appropriate. The amount due from the Customer is set out on the Front Sheet.
- 5.2. Installation Charge: The Installation Charge must be paid in full by the Customer before receipt of any alarm codes or keys as relevant or in any event, within 30 days of receipt of invoice. Therefore, you may pay this before or after Installation, but you will not be able to operate the equipment until the Installation Charge is paid by you.
- 5.3. Maintenance Charge: The Maintenance Charge can be paid by you by monthly direct debit or in full. If you choose to pay in full, you must pay in respect of the first twelve Months of the Term before the Maintenance Services Commencement Date by any method listed in clause 5.5. Payments for each subsequent period of twelve Months shall be due and payable on each anniversary of the Commencement Date in accordance with the Term and we shall invoice you at least six weeks in advance of such date.
- 5.4. Monitoring Charge: The Monitoring Charge can be paid by you by monthly direct debit or in full. If you choose to pay in full, you must pay in respect of the first twelve Months of the Term before the Monitoring Services Commencement Date by any method listed in clause 5.5. Payments for each subsequent period of twelve Months shall be due and payable on each anniversary of the Commencement Date in accordance with the Term and we shall invoice you at least six weeks in advance of such date.
- 5.5. Where payment is not made by direct debit, Customer may pay by credit card, cheque or bank transfer.
- 5.6. The Company shall be entitled to increase the Service Charge:
- 5.6.1. if the impact of any legislative change results in an additional cost to the Company in providing the Services or any part of the Services, including changes in law affecting the free movement of individuals or the rate of VAT, national insurance or minimum wage payments or direct taxes;
- 5.6.2. on each anniversary of the Commencement Date, in accordance with the scope and value of the Services that have been provided during the preceding year where this differs in any aspect or there has been an increase in the quantitative value of the Services from that which was agreed most recently in writing by the parties and the Customer shall cooperate in good faith with the Company in relation to any request by the Company for information relating to any increase or potential increase under this clause;

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- 5.6.3. in line with the percentage increase in the Retail Price Index (“RPI”) in the preceding twelve month period, for each subsequent twelve month period, commencing on any anniversary of the Commencement Date and such increase shall be based on the latest available figure for the percentage increase in the RPI published prior to notification to the Customer of such increase,
- 5.7. Additional charges: Please note that if the Company is asked to carry out repairs to the Installation or Equipment which do not constitute part of the Maintenance Services or to attend the Customer’s Premises where such visit is not scheduled as part of the Maintenance Services, we may charge you a call out fee or a fee for any repairs which, in our reasonable opinion, are necessary to the Equipment. We will notify you of the relevant call out fee before attending the Customer’s Premises and provide an estimate for repairs or replacement Equipment for your approval before carrying out the repairs or supplying replacement Equipment. Examples of events for which additional charges are likely to be made (even if a Warranty has been provided as noted on the Front Sheet) are:
- Engineer, Technical Support assistance is required where a fault with the Equipment occurs from a break-in, loss of mains power, lightning, flooding, fire or similar acts of God.
  - Engineer, Technical Support assistance is required where a fault with the Equipment occurs from an accidental error by the Customer or an unauthorised third party.
  - Engineer, Technical Support assistance is required where a fault with the Equipment occurs from a signalling, line fault or other transmission path fault.
  - Engineer, Technical Support assistance is required at the request of the Customer to change user codes, add user codes, provide assistance to the Customer to set/unset or reset the system after initial handover/ demonstration, alarm reports at the request of the Customer.
- 5.8. Additional charges after the end of any Warranty period: If a Warranty has been provided for the Installation or Equipment (this will be noted on the Front Sheet), once the Warranty has expired you will not be covered for the costs of labour or parts during an engineer call out or maintenance inspection where assistance is required to replace parts where a fault with the system occurs from faulty parts not fit for use due to age, obsolescence or general wear and tear. Please note it is mandatory for the Company to replace alarm batteries every (5) years as per security industry standards.
- 5.9. Any additional charges made in respect of work carried out under clauses 4.2.5, 5.6 or 5.8 shall be payable by the Customer within 30 days of receipt of invoice.
- 5.10. By signing the Front Sheet, you give us authorisation to carry out a credit check with a reputable agency at any time during the Term. However, we will not carry out a credit check more than once a year.
- 5.11. VAT: All monies payable at any time under the terms of this Agreement by the Customer to the Company shall be subject to the additional payment of value added tax at the rate in force at the time the relevant payment is due to the Company.
- 5.12. Interest charges for late payment: If you do not make any payment to us by the date the payment is due under these Terms and Conditions, we may charge you interest on the overdue amount at the rate of 4% a year above the base lending rate of the Royal Bank of Scotland. This interest will accrue on a daily basis from the date the payment is due 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.
- 5.13. In the event of excessive false alarms, the fire and police authorities may charge the Company for their attendances. The Company reserves the right to pass these costs to the Customer, and the Customer shall pay such costs to the Company within 30 days of receipt of an invoice for the same.

### 6. Care of Equipment

- 6.1. It is in the Customer’s interest to operate and treat the Equipment with all reasonable care and in a manner designed to preserve it in a full proper and efficient working order. You should follow any instructions issued verbally or in writing by the Company. If you are unsure as to any instructions that have been given, or that you believe should have been given, please contact us promptly.
- 6.2. The Customer must leave any nameplates or other marks attached to the Equipment intact and take care that these are not altered, removed or defaced by the Customer or anyone on the Customer’s Premises.
- 6.3. As mentioned in clause 5.6, additional charges may be payable if, when we carry out the Maintenance Services, we perceive that the Equipment has been tampered with. Therefore, during the Term, in order to lessen the risk of any such additional charges, you must not allow any third party to have access to the Equipment and neither the Customer nor any third party should inspect, adjust, alter, modify or tamper with the Equipment or Installation in any way save as advised by the Company.

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### 7. Insurance

- 7.1. It is your responsibility to insure the Equipment. We advise that any insurance policy obtained covers the Equipment and Installation against loss or damage by fire, storm, tempest, flood, riot, civil commotion, accident, impact, damage caused by structural alterations, dampness, leakage of water or other fluids including, without limitation, corrosive paints or distempers, burglary or any attempt, threat or any other insurable risk. The Customer is responsible for any loss or damage to the Equipment or Installation of any kind, whether or not the Equipment or Installation is insured by the Customer, unless such loss or damage is foreseeable and caused by the Company (please see clause 4.2.4 for meaning of 'foreseeable').
- 7.2. You are responsible for informing your insurers of any extensions and/or alterations which are at any time carried out to the Installation.

### 8. Maintenance

- 8.1. Where the Services include Maintenance, the Company shall so far as reasonably possible, maintain the Equipment in satisfactory working order.
- 8.2. The Company shall use reasonable endeavours to notify the Customer in advance of when it is going to carry out any Maintenance and to meet any date arranged for performance.
- 8.3. Where the Company requires access to provide Maintenance, the Customer shall grant:
- 8.3.1. access to the Company and its employees and representatives to the Customer Premises and the Equipment; and
  - 8.3.2. all such reasonable facilities as the Company shall require, to enable the Company to carry out its obligations under the Agreement.

### 9. Monitoring Service

- 9.1. If you have asked us to provide a Monitoring Service, this will include the following services:
- a) the recording of any alarm signals received at the Monitoring Station from alarm equipment or devices of the Customer;
  - b) notifying as quickly as possible the police or fire authorities following the receipt of any alarm signal from alarm Equipment or devices of the Customer; and
  - c) notifying as quickly as possible the Customer of any fault which appears in any private wire circuit used by the Customer.
- 9.2. Should a monitored system, which is not subject to Maintenance Services provided by us, generate excessive false alarms, the Company has the right to isolate the offending zone(s) and will report this to you to have the system investigated by the approved maintainer. Only once the fault has been resolved to our satisfaction will the Company reinstate the Monitoring Service to the relevant zone(s).
- 9.3. It is your responsibility to inform us of any repairs to your system.
- 9.4. Right of disclosure: The Company shall have the right to disclose to the police force, fire service or other relevant authorities or to any insurance company or any party acting on behalf of such company, details of all records kept by us relating to any alarm signals received at any time during the provision of the Monitoring Services at any Termination Unit or Termination Units in respect of the Customer's Premises. This is in accordance with clause 16 (Use of your personal information).
- 9.5. An annual CCTV report may be provided at the Customer's request. The Customer, acting reasonably, shall define the scope of such annual report when making the request.

### 10. If there is a problem with the Equipment or the Services

- 10.1. If you have any questions or complaints about the Equipment or the Services, please contact us. Details of how to contact us are set out in clause 2.
- 10.2. The Company has a legal duty to supply products and services that are in conformity with this Agreement. Nothing in these Terms and Conditions affects your legal rights.

### 11. Ending this Agreement

- 11.1. Either party may end this Agreement by giving twenty one (21) days' written notice to the other party of its intention to end this Agreement. If the Customer ends the Agreement in this way through no fault of the Company, the Customer will still be liable for any payments due for the Services until the end of the Term.
- 11.2. In the case of the Customer, where the Customer wishes to terminate the Agreement further to any increase in the Service Charge notified to it, to the Company within two months of notification of the relevant increase
- 11.3. We may end this Agreement at any time by writing to you if:

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- 11.3.1. you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due; or
- 11.3.2. you do not, within a reasonable time of us asking for it, provide us with information or access to the Customer's Premises that is necessary for us to carry out the Installation or the Services.
- 11.4. If we end the Agreement in the situations set out in clause 11.3 we will refund any money you have paid in advance for the Installation of Equipment 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 Agreement. If we end the Agreement in the situations set out in clause 11.3 after we have provided the Equipment and completed the Installation, you will still be liable for the Installation Charge and all Maintenance Charges and/or Monitoring Charges which would have been due until the end of the Term if we had not ended the Agreement.
- 11.5. We shall be entitled to issue an invoice for those charges for which you remain liable at termination and you must immediately pay this invoice, together with any of our outstanding unpaid invoices and interest.
- 12. Right of the Company to Withdraw Services**
- 12.1. The Company is entitled to withdraw or to suspend the provision of any relevant Services provided to you under this Agreement if the police or fire authorities refuse to respond to any alarm condition or refuse to provide their services in respect of the Customer's Premises.
- 13. Liability**
- 13.1. The Company does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes, without limitation, liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to our products and services as summarised at clause 10.2.
- 13.2. The Company is not liable under this Agreement for business losses. Any Equipment or Service provided under this Agreement is for domestic and private use only. If you use the Equipment or Installation or accept our Services 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.
- 14. Warranty**
- 14.1. We shall not be liable under any Warranty if:
- you make any further use of the Equipment after this Agreement has expired or been terminated by either party;
  - the defect arises because you misused the Equipment and/or failed to follow our verbal or written instructions as to the storage, commissioning, installation, use and maintenance of the Equipment;
  - you, or any third party requested to do so by you, alters or repairs the Equipment or the Installation without written consent from us;
  - you do not comply with any other warranty enclosed with the Equipment;
  - the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - the Equipment differs from its description as a result of changes made to ensure it complies with applicable statutory or regulatory requirements.
- 15. Force Majeure**
- 15.1. If by reason of a Force Majeure Event, the Company is or anticipates that it will be prevented or hindered from fulfilling the substance of its obligations under this Agreement, then the Company shall notify the Customer as soon as practicable and the Customer shall be entitled if such Force Majeure Event subsists for a period of one (1) Month, to cancel or suspend this Agreement by giving notice in writing to the Company.
- 15.2. In the event of such cancellation under clause 15.1, you will be under no liability to the Company in respect of your future obligations under this Agreement and in the event of suspension of this Agreement you will not be liable for the payment of any part of the Maintenance Charge and/or Monitoring Service charge due during the period of suspension (but without prejudice to any rights of either party against the other in respect of any claim accrued to the date of the commencement of such cancellation or suspension).
- 15.3. In the event of cancellation of this Agreement pursuant to clause 15.1, the Company shall repay to you any part of the Maintenance Charge and/or Monitoring Charge paid (if any) in respect of any period or periods affected by such cancellation or suspension apportioned on a basis which shall be fairly and reasonably attributable to the relevant cancellation or suspension.
- 16. Use of your personal information**

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- 16.1. The Company will use the personal information you provide to us to supply the Equipment and/or services to you that are noted on the Front Sheet; to process your payment for the Equipment and/or services; and if you agreed to this prior to entering into the Agreement, to inform you about similar products and services that we provide, but you may stop receiving these at any time by contacting us.
- 16.2. We will only give your personal information to third parties where the law either requires or allows us to do so.
- 16.3. Where we process personal information on your behalf – for example, as part of any Monitoring Services – Annex B will apply.

### 17. Alterations

- 17.1. If you require any changes or amendments to the terms set out in this Agreement please contact us in writing at the address given in clause 2 setting out your requirements and we will consider these although we cannot guarantee that we will be able to include such changes in the Agreement.
- 17.2. We may update or amend these Terms and Conditions from time to time by giving written notice to you. Such updates or amendments will not allow us to perform the Installation or provide Services in a way that is substantially different to what was reasonably expected by you at the Commencement Date, unless otherwise agreed by you and us in writing.

### 18. Severance

Each of the clauses of these Terms and Conditions operates separately. If a court or other relevant authority finds part of this Agreement to be unlawful, the remaining clauses will continue in full force and effect.

### 19. Delay in enforcing

If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay 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. For example, if you miss a payment and we do not chase you but we continue to provide any services, we can still require you to make the payment at a later date.

### 20. Laws applying to this Agreement

This Agreement is governed by English law and you can bring legal proceedings in respect of the Equipment and Services in the English courts.



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### Annex A: Model cancellation form

To Kings Security Systems Limited, 4 St Dunstons Technology Park, Bradford, West Yorkshire BD4 7HH, or  
customer.service@kingsltd.co.uk:

I hereby give notice that I cancel my contract of sale of the following Equipment *[insert name of the Equipment if applicable]*  
/ for the supply of the following service: *[insert details of the services being cancelled if applicable]*

Ordered on/received on: *[please provide the relevant date]*

Name of consumer: *[please provide your name]*

Address of consumer: *[please provide your address]*

Signature of consumer (only if this form is notified on paper):

Date

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### Annex B: Data Protection Schedule

- 1.1 In this schedule:
- Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation );
- “**Data Protection Legislation**” shall mean the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications;
- “**UK Data Protection Legislation**” means the all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
- “**GDPR**” means the General Data Protection Regulation (EU) 2016/679;
- .
- 1.2 The parties acknowledge that the Company is a Processor acting on behalf of the Customer who is the Controller and that, for the purposes of this Agreement:
- 1.2.1 the type of Personal Data and categories of Data Subjects are included on the Front Sheet;
- 1.2.2 this clause 1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation;
- 1.2.3 the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider and/or lawful collection of the Personal Data by the Provider on behalf of the Customer for the duration and purposes of this Agreement; and
- 1.2.4 the nature/purpose of the Processing is to enable the Company to carry out its duties under this Agreement (which form the subject matter of the Processing) and the duration of the Processing shall be the term of this Agreement.
- 1.3 Each party shall comply with their respective obligations under the Data Protection Legislation and the Company shall, in particular:
- 1.3.1 Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of carry out its duties under this Agreement and in accordance with the Customer's written instructions and this schedule;
- 1.3.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
- 1.3.3 not transfer the Personal Data outside of the European Economic Area without the prior written consent of the Customer and without the following conditions being fulfilled:
- (i) the Customer or the Company has provided appropriate safeguards in relation to the transfer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 1.3.4 ensure that any employees or other persons authorised to process the Personal Data are subject to appropriate obligations of confidentiality;
- 1.3.5 not engage any third party to carry out its Processing obligations under this Agreement without obtaining the prior written authorisation of the Customer and, where such authorisation is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data Processing obligations equivalent to those set out in this schedule. The Customer hereby authorises the Company to engage Mercury Security Management Limited, Cougar Monitoring Limited and any affiliated Kings Solutions Group company to Process the Personal Data to provide software support services;

## TERMS AND CONDITIONS OF AGREEMENT (DOMESTIC CUSTOMERS)

- 1.3.6 notify the Customer, as soon as reasonably practicable, about any request or complaint received from Data Subjects without responding to that request (unless authorised to do so by the Customer) and assist the Customer by technical and organisational measures, insofar as possible, for the fulfilment of the Customer's obligations in respect of such requests and complaints;
- 1.3.7 on request by the Customer and taking into account the nature of the Processing and the information available to the Company, assist the Customer in ensuring compliance with its obligations under the GDPR (where applicable) with respect to:
- (i) implementing appropriate technical and organisational measures in accordance with Article 32 of the GDPR;
  - (ii) where relevant, notifying any Personal Data Breach to the Information Commissioner's Office (or any replacement body) and/or communicating such Personal Data Breach to the Data Subject in accordance with Articles 33 and 34 of the GDPR; and
  - (iii) where necessary, carrying out and/or reviewing and, if applicable, consulting with the relevant supervisory authority with respect to data protection impact assessments in accordance with Articles 35 and 36 of the GDPR;
- 1.3.8 on request by the Customer, make available all information necessary to demonstrate the Company's compliance with this schedule and otherwise permit, and contribute to, audits carried out by the Customer (or its authorised representative); and
- 1.3.9 on termination or expiry of this agreement, destroy or return to the Customer (as the Customer directs) all Personal Data and delete all existing copies of such Personal Data except to the extent the Company is required to retain a copy of the Personal Data by law.