

## COMMERCIAL INSTALLATION MAINTENANCE AND MONITORING

### TERMS AND CONDITIONS ("Conditions")

#### 1. DEFINITIONS

**Agreement** - means the terms and conditions contained below, in the Frontsheet and in the Specification annexed hereto, to the exclusion of all other terms, conditions, and representations.

**GSS** - means Guide Security Services Limited trading as GSS; as Guide Monitoring Services; and as GMS, of Unit 3 Arkwright Court, Blackburn Interchange, Commercial Road, Darwen, Lancs, BB3 0FG

**Customer** - means the name of the customer shown on the Frontsheet

**Deposit** - means the deposit shown on the Frontsheet (if any) that GSS may require the Customer to make as an initial payment prior to delivery of the Items.

**Frontsheet** - means the frontsheet containing the commercial terms of this agreement, to which these Conditions are attached

**Items** - means all items (eg Security System) marked as agreed for purchase or marked as agreed for hire on the Frontsheet, as the context requires.

**Purchase Price** - means the sum shown on the Frontsheet for the outright purchase of Items under Condition 2, which for the avoidance of doubt is payable in addition to any Deposit.

**Replaceable Parts** - means any consumable replaceable part of the Items including but not limited to discs, bulbs, batteries, fuses and other consumables.

**Specification** - means the specification attached hereto (as from time to time amended by the written agreement of the parties)

**Security System** - means all equipment and materials referred to in the Specification, except for the Transmission Equipment

Words defined on the Frontsheet shall have the same meaning in these Conditions.

#### 2. OUTRIGHT PURCHASE OF SECURITY SYSTEM

**2.1** This Condition 2 shall only apply where under the heading "Items" on the Frontsheet:

**2.1.1** "Security System Purchase" (Box 1) has been marked as accepted, in which case it shall apply in relation to the System;

**2.2** GSS agree to sell the Items to which this Condition 2 applies as specified in the Specification to the Customer and to install and commission such Items.

**2.3** The Customer shall pay the Deposit plus VAT for such Items in full in advance of delivery, and shall then pay the Purchase Price plus VAT for such Items within 30 days of the date of issue of GSS' invoice, without prior demand or set-off. GSS shall issue such invoice following the date of commissioning of the Items.

#### THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE FOLLOWING PROVISIONS OF CONDITION 2:

**2.4** Ownership of the Items shall not pass to the Customer until GSS has received in full (in cash or cleared funds) all sums due to it in respect of the Items; and

**2.4.2** all other sums which are or which become due to GSS from the Customer on any account

**2.5** Until ownership of the Items has passed to the Customer, the Customer must:

**2.5.1** hold the Items on a fiduciary basis as GSS's bailee;

**2.5.2** prior to fitting, store the Items (at no cost to GSS) separately from all other Items of the Customer or any third party in such a way that they remain readily identifiable as GSS's property;

**2.5.3** not destroy, deface or obscure any identifying mark or packaging on or relating to the Items;

**2.5.4** from installation, maintain the Items in good condition insured on GSS's behalf with a reputable insurer for their full replacement value on a new for old basis against all risks to the reasonable satisfaction of GSS. On request the Customer shall produce the policy of insurance to GSS; and

**2.5.5** hold the proceeds of the insurance referred to in Condition 2.5.4 on trust for GSS and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

**2.6** The Customer's right to possession of the Items shall terminate immediately if:

**2.6.1** the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

**2.6.2** the Customer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe/performance any of its obligations under the contract or any other contract between GSS and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

**2.6.3** the Customer encumbers or in any way charges any of the Items.

**2.7** GSS shall be entitled to recover payment for the Items notwithstanding that ownership of any of the Items has not passed from GSS.

**2.8** The Customer grants GSS, its agents and employees an irrevocable licence at any time to enter any premises where the Items are fitted or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

**2.9** Where the Items have been fitted into, or are stored at, the premises of a third party, the Customer shall procure for GSS from such third party a licence to enter any premises where the Items are or may be stored or fitted in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

**2.10** The Customer hereby indemnifies GSS, and keeps GSS indemnified against all claims for damages, loss and restoration costs following removal of the Items from any third party's premises.

#### 3. RENTAL OF SECURITY SYSTEM

**3.1** This Condition 3 shall only apply where under the heading "Items" on the Frontsheet:

**3.1.1** "Security System Rental" (Box 2) has been marked as accepted, in which case it shall apply to the Security System;

**3.2** Should any Items be provided on rental, in respect of those Items only, the Customer shall pay GSS during the continuance of this agreement the relevant Rental Charge (as specified on the Frontsheet) plus VAT per quarter (or such reviewed rent as shall be fixed under Condition 3.4) payable quarterly in advance. All payments must be made in full and on time, without prior demand or set-off, which is a condition of this agreement. Payments sent by post shall be at the Customer's risk.

**3.3** A deposit equal to one quarter's rent will be paid on signature of the agreement and credited to the Customer on the date the hire commences.

**3.4** With effect from the first of January following the first anniversary of the date of this agreement and on the first of January thereafter (the "Review Date") GSS may increase the quarterly rental by a maximum figure equal to the annual increase in RPI as published from time to time. Any increase shall be based on the RPI figures as at the first of October proceeding the Review Date.

**3.5** Such Items shall at all times remain the property of GSS and the Customer shall not sell or offer for sale, assign, mortgage, charge, rent or lend or part with possession of such Items, and will protect the equipment against seizure or distress execution and will indemnify GSS against any such losses.

**3.6** The Customer shall:

**3.6.1** permit GSS, its employees, agents or its authorised representatives at all times to enter the premises where such Items are located to inspect, test the condition of, maintain or remove the Items; and

**3.6.2** take good care of such Items, including but not limited to taking all reasonable steps to safeguard them from theft, damage and vandalism; and

**3.6.3** maintain clearly visible identity labels on such Items stating that GSS (or such other third party as may be notified to the Customer) is the beneficial owner; and

**3.6.4** from installation, insure such Items against loss or damage from all risks to its full replacement value on a new for old basis with a reputable insurer on GSS' behalf and maintain such insurance in force throughout the term of this Agreement. On request the Customer shall produce the policy of insurance to GSS; and

**3.6.5** only use GSS to service and maintain such Items under Conditions 6 and 9 on a regular basis and immediately notifying them of any repairs or maintenance that may be needed; and

**3.6.6** not remove such Items from the location where they have been installed without the prior consent of GSS; or use them for any illegal purpose; or for any purpose for which they are not designed; or alter or modify such Items in any way

**3.6.7** upon termination of this Agreement return such Items to GSS in first class condition and fully functioning order, and where the Items are not returned in such condition, the Customer shall pay to GSS the cost of repairing the Items to such standard.

3.7 Upon termination of this Agreement for any reason whatsoever, GSS shall be entitled forthwith to immediately enter the Customer's premises and take possession of all Items on hire, and the Customer hereby grants GSS an irrevocable licence to do so.

#### **4. DELIVERY AND INSURANCE**

**4.1** Any dates specified for the delivery, installation and commission of any Items purchased under Condition 2 or rented under Condition 3 are estimates only and time shall not be the essence for delivery, installation and commission of Items under this Agreement. Where GSS has failed to deliver, install or commission any Items purchased under Condition 2 or rented under Condition 3 within 60 days of the estimated date, the Customer shall be entitled to terminate this Agreement.

**4.2** Delivery, installation and commission shall take place at the Customer's premises specified on the Frontsheet and risk in the Items shall pass to the Customer upon installation.

**4.3** Without prejudice to the Customer's obligations under Conditions 2 and 3, GSS shall insure all Items prior to their installation.

#### **5. MONITORING CHARGES**

**5.1** This Condition 5 shall only apply where under the heading "Items" on the Frontsheet, "GSS Monitoring and Management" (Box 4) has been marked as accepted.

**5.2** The Customer shall pay GSS during the continuance of this agreement a Monitoring Charge at the rate per annum specified on the Frontsheet, to be paid annually in advance, in return for which GSS will monitor the Security System (the "Monitoring Service").

**5.3** It is understood and agreed that from time to time due to unforeseen circumstances, the time spent on line to the specified site ("Time On-line") may exceed the estimated time on-line, thereby increasing the monitoring costs. This excess cost can result from a variety of situations which are not known by GSS or the Customer at the time of Security System commissioning. An example is:

Activity around the site caused by the Customers' or tenant's staff working externally during the set period, which was not foreseen at the initial stage.

Should such excess activity be evident, then the Customer agrees to meet on site with GSS within three working days to discuss ways of resolving the issue.

Should the Customer require that the monitoring time be extended, as a result of discussions at such a meeting then GSS will provide a monthly Time On-line report and invoice the Customer as agreed on the basis of a charge per minute, but at a "per-second" billing basis (in addition to the agreed Monitoring Charge). Alternative solutions may be presented, for instance, for the Customer to enter into individual supplemental agreement with the individual tenants.

#### **6. MAINTENANCE CHARGES**

**6.1** Subject to Condition 3.6.5, this Condition 6 shall only apply where under the heading "Items" on the Frontsheet, "Standard or Fully Comprehensive Maintenance" (Box 3) has been marked as accepted.

**6.2** The Customer shall pay GSS during the continuance of this agreement a Maintenance Charge at the rate per annum specified on the Frontsheet, to be paid annually in advance, in return for which GSS shall provide the maintenance services set out in Condition 9.

#### **7. MINIMUM TERM**

**7.1** This agreement will be for a minimum term of five years from the date of handover (as specified in Specification) and thereafter from year to year unless determined by a minimum of three months notice in writing by either party following the expiry of the minimum period specified above.

**7.2** In the unlikely event that the Customer ceases to occupy the premises where the Items are installed for any reason, then the Customer agrees to use its best endeavours to assign this Agreement to the next occupant of such premises upon the terms in force between the Customer and GSS at that time. Where the Customer is able to do so it shall be released from its obligations under Condition 7.3

**7.3** Should the hire of any Items or any Monitoring Services be cancelled by the Customer during the initial term then (without prejudice to any remedies it may have for breach) all remaining payments up to and including the final quarter of the fifth year of the initial term shall become immediately due.

#### **8. PAYMENTS**

**8.1** All sums due under this Agreement shall be paid on time without prior demand or set off in accordance with Condition 2.3 or Condition 3.4.

**8.2** In the event that the Customer does not pay any sum due under this Agreement on time then GSS shall be entitled on 7 days notice in writing to suspend the provision of any services under this Agreement pending payment, or at its discretion to immediately terminate this Agreement at the end of such notice period if payment has not been received in full.

#### **9. MAINTENANCE OF THE SECURITY SYSTEM.**

**9.1** Subject to Condition 3.6.5, this Condition 9 shall only apply where under the heading "Items" on the Frontsheet, "Fully Comprehensive Maintenance" (Box 3) has been marked as accepted.

**9.2** During the term of this Agreement:

**9.2.1** GSS shall maintain the Items in working order and condition, such maintenance will include repairs inspections and maintenance visits, call-out for emergency repairs, replacement of items and components at no additional charge to the Customer (but excludes the cost of Replaceable Parts for which the Customer shall be charged).

**9.2.2** GSS retains the discretion to replace any part of the Items when such replacement becomes necessary under the terms of this Agreement.

**9.2.3** GSS will respond to a call for a service within four hours following receipt of the call except during the working day when the call will receive a response before 5pm or within four hours, whichever is the greater.

**9.2.4** GSS will provide the Customer with free security advisory services when related to the installation address as specified above.

**9.2.5** The Customer will not permit repairs or replacements or additions or modifications to the Items without the prior authorisation of GSS in writing.

**9.2.6** The Customer will not tamper with, interfere with or carry out adjustments to the Items except when authorised by GSS.

**9.2.7** The Customer is responsible for the routine cleaning of the external camera covers to ensure the optimum camera images are maintained.

#### **10. MONITORING SERVICE**

**10.1** This Condition 10 shall only apply where under the heading "Specification" on the Frontsheet, "GSS Monitoring and Management" (Box 4) has been marked as accepted.

**10.2** GSS agrees to provide the Monitoring Service on the following basis.

**10.2.1** GSS agrees to provide a twenty four hour monitoring service by closed circuit television video ("CCTV") cameras which are a part of the Security System.

**10.2.2** GSS will use only trained CCTV surveillance monitoring staff who have undergone a strict vetting process in line with existing codes of practice.

**10.2.3** The premises will be patrolled by the use of video cameras during the hire period on a routine basis.

**10.2.4** All cameras will be monitored and recorded continuously by digital coded multiplex video image recording equipment.

**10.2.5** Any suspicious incident or activity noted by the operator will be recorded in real time, reported to the Customer and where appropriate to the police.

**10.2.6** During attendance to an incident the monitoring of routine patrols will be temporarily suspended for the period of that incident.

**10.2.7** All video images are logged and stored strictly in accordance with our video image and disc storage policy.

**10.2.8** All video images remain the property of GSS and will only be released to authorised persons at the discretion of GSS.

**10.2.9** GSS agrees to use its best endeavours to ensure the high quality of the video images. Where video images are released for evidential purposes, however, no guarantee can be made by GSS as to the admissibility of the video images or to the success of prosecution.

**10.2.10** For systems installed by others, where 3<sup>rd</sup> party monitoring services are only required GSS accepts no liability for the design, equipment failure and blind spots are correct operation of the system.

**10.3** In respect of the monitoring service the Customer agrees as follows.

**10.3.1** To advise GSS of any suspicious incidents or activity which may be of assistance to the Monitoring Operators.

**10.3.2** To keep GSS advised of the normal opening and closing times of the business.

**10.3.3** To provide updated information relating to those people authorised to enter the premises outside the normal hours

## **11. SPECIFICATION ALTERATIONS**

**11.1** In order to be able to adapt the Security System to the Customer's premises or requirements or to make the Security System more efficient, GSS reserves the right to make reasonable alterations to the Specification. GSS shall endeavour to keep these alterations as close to the Specification as reasonably possible.

**11.2** Where GSS has made reasonable alterations to the Specifications under Condition 11.1 above, if such changes were requested by the Customer, or are due to unforeseen circumstances not caused by GSS (for example, where the layout of the Customer's premises has been altered after the Specification was originally drawn up), the Customer shall pay GSS' reasonable additional costs for implementing such alterations.

## **12. WARRANTY**

**12.1** In addition to the statutory warranty relating to the saleability of the Items, GSS warrants that the Items (excluding any Replaceable Parts) shall be free from material defects in respect of materials and workmanship for a period of 12 months from delivery, subject to Condition 12.2 and Condition 12.3.

**12.2** The warranty under Condition 12.1 excludes claims relating to:

**12.2.1** any material defects that arise from normal wear and tear of the Items; misuse or abuse of the Items; unsuitability of the environment in which the Items are situated; whether caused by the Customer or any third party; and

**12.2.2** any material defects in the Items that the Customer claims were caused by GSS during transportation, incorporation or commissioning that were not reported to GSS in writing within 5 days of handover.

**12.3** The liability of GSS under the warranty in Condition 12.1 shall be limited to (at GSS's sole discretion):

**12.3.1** GSS repairing the Items (except any Replaceable Parts) at its own cost; or

**12.3.2** GSS replacing the Items (except any Replaceable Parts) at its own cost, within a reasonable time (where a reasonable time shall be determined by the GSS's normal lead time for carrying out the work in question at that time).

## **13. FORCE MAJEURE**

**13.1** GSS shall not be liable to the Customer nor be deemed to be in breach of this Agreement by reason of any delay in, or any failure to carry out any of its obligations in relation to this Agreement, if the delay or failure was due to any cause beyond GSS's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond GSS's reasonable control:

**13.1.1** act of God, explosion, flood, tempest, fire, earthquake, blizzard, lightning or accident;

**13.1.2** war, sabotage, terrorism, banditry, insurrection, civil disturbance or act of government;

**13.1.3** logistical, supply and transport difficulties that are beyond the GSS's reasonable control, including but not limited to difficulties caused by trade disputes, strikes, unexpected shortages, imposition of trade sanctions;

**13.1.4** damage or destruction to the Items and cabling required by the security system caused by the Customer, a third party or an animal;

**13.1.5** disruption to the Internet, to the Seller's Internet provider or to satellite or radio broadcasting;

**13.1.6** disruption to all communication links and services that are provided by third parties, including but not limited to GSM; ISDN; PSDN; and ADSL

**13.2** The party so affected shall as soon as practicable notify the other in writing of the existence of the event of Force Majeure and of its anticipated duration and shall use all reasonable endeavours to mitigate and minimise the event of Force Majeure.

**13.3** If GSS is prevented from performing its obligations under this Agreement for a period of more than 60 days due to an event of Force Majeure it may give written notice to the Customer and upon receipt of such notice and without prejudice to any accrued rights it may have, this Agreement shall terminate.

## **14. LIABILITY**

**14.1** The following provisions set out the entire financial liability of GSS (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

**14.1.1** any breach of this Agreement; and

**14.1.2** any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.

**14.2** Neither party excludes or limits liability to the other party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law (e.g. breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 (as amended) or Section 2 of the Supply of Goods and Services Act 1982).

**14.3** Subject to the provisions of Condition 14.2 above, all representations (save those made in the Specification), warranties, and conditions which are not expressly written in these Conditions, whether implied by statute or otherwise are excluded from this Agreement. In the case of representations, warranties, conditions implied by statute these are excluded to the fullest extent permitted by law.

### **THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 14.4**

**14.4** Subject to Conditions 14.2 and 14.3 above;

**14.4.1** GSS' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the greater of the total of all sums payable by the Customer to GSS under this Agreement, or the amount that GSS may reasonably recover from its insurers under any policy of insurance that it has in force; and

**14.4.2** GSS shall not be liable to the Customer for:

a. any indirect or consequential loss or damage; or

b. any loss of profit, loss of business, depletion of good-will or otherwise; or

c. any costs, expenses or other claims for consequential compensation; or

d. any loss avoidable by the Customer taking reasonable security measures other than the operation of the Security System at its premises (including but not limited to reasonably secure fencing; appropriate lighting, alarms, locks and other security measures) whatsoever and howsoever caused which arises out of or in connection with this Agreement.

## **15. COMPLAINT PROCEDURE**

**15.1** GSS operates a complaints reporting and corrective action procedure. Should the need arise for you to raise a complaint, please forward it in writing addressed to either the GSS Control Centre Manager or the Managing Director.

## **16. DATA PROTECTION**

**16.1** All defined terms in this Condition 16 shall have the meanings given to them in the Data Protection Act 1998 ("the 1998 Act").

**16.2** In respect of the Processing of Personal Data in the provision of the CCTV monitoring services GSS is a 'Data Controller'.

**16.3** In relation to any Personal Data (that is any data from which a living individual can be identified, whether from CCTV footage or otherwise) which is obtained, maintained, recorded, filed, disclosed or in any other way subjected to Processing (as that term is defined in the 1998 Act) directly or indirectly as a result of this Agreement, GSS warrants that it shall comply in all respects with the 1998 Act including but not limited to, the maintenance of an up to date and accurate notification with the Office of the Information Commissioner and full compliance with the eight data protection principles and the Code.

**16.4** The Customer:

**16.4.1** shall place and maintain signs of a suitable size so they are easily readable by visitors to the premises where the Security System is in place, at suitable places on such premises indicating that CCTV surveillance is in operation, the purpose for its operation (being for security and safety of property and persons and for the detection or prevention of crime), the name of the CCTV operator (being GSS) and contact details for information about the CCTV scheme.

**16.4.2** shall comply with all relevant requirements of the 1998 Act and related data protection legislation and shall take any steps reasonably required by GSS to enable GSS to comply with all relevant requirements of the Data Protection Act 1998 and related legislation.

**16.4.3** hereby indemnifies GSS and holds GSS indemnified in full against all costs, claims, losses and other financial penalties and consequences that may arise as a result of the Customer's breach of Conditions 16.4.1 and 16.4.2.

## **17. INTELLECTUAL PROPERTY**

**17.1** "Intellectual Property" means all trade marks, trade names, logos, designs, symbols, emblems, insignia, fascia, slogans, copyrights, know-how, information, drawings, plans and other identifying materials whether or not registered or capable of registration and all other proprietary intellectual property rights whatsoever residing in the assembly, installation and commission of the Items and in the Monitoring Services.

**17.2** To the extent that it is has the right to do so, GSS hereby grants a non exclusive licence of the Intellectual Property to the Customer for its use only in connection with the purposes of this Agreement for the duration of this Agreement.

**17.3** The Customer hereby indemnifies GSS and holds GSS indemnified in full against all costs, claims, losses and other financial penalties and consequences that may arise as a result of the Customer's breach of Condition 17.2.

## **18. TERMINATION**

**18.1** If any of the default events in Condition 18.2 below occur, the Customer shall be deemed to have breached this Agreement and GSS's consent to the Customer's possession of the Items shall cease with immediate effect. GSS may (but shall not be obliged) thereupon, or at any time within three months thereafter by notice in writing to the Customer, for all purposes forthwith terminate this Agreement and the rental of any Item and/or any monitoring, management, maintenance or other services supplied hereunder with immediate effect. The Customer must then return the Items to GSS at the Customer's expense. Alternatively, GSS or its authorised agent may enter the Customer's premises and take back the Items and charge the Customer the cost of collection. If GSS does not act immediately, it will still have these rights.

**18.2** The following shall be default events:-

**18.2.1** If the Customer, without prejudice to Condition 8.2 above, fails to pay any other sum due to GSS within 14 days of it becoming due (whether demanded or not); or

**18.2.2** If the Customer commits a breach of the other terms and conditions (whether express or implied) of this Agreement (and, if the breach can be remedied, the Customer fails to remedy it within 14 days of the breach occurring); or

**18.2.3** If the Customer does or allows to be done any act or thing that in the opinion of GSS may jeopardise GSS's rights in any hired Items, including (but not limited to) any breach of Condition 3; or

**18.2.4** If the Customer disposes of any material part of its business assets; or

**18.2.5** if the Customer ceases to carry on business; or

**18.2.6** if the Customer is a company or a corporation, it ceases to be controlled by the person(s) by whom it is controlled at the date of this Agreement. In this provision "controlled" has the meaning in section 416 of the Income and Corporation Taxes Act 1988; or

**18.2.7** if the Customer is a limited liability partnership, there is a material change in its membership; or

**18.2.8** if any circumstances arise which in GSS's opinion have or may have a material adverse effect on the Customer's ability to perform its obligations under this agreement or the Customer has not told GSS about any material fact; or

**18.2.9** if the Customer is an individual, an application for an interim order is made against the Customer or a petition for a bankruptcy order (in Scotland for sequestration) is presented against the Customer; or

**18.2.10** if the Customer is a company, trust or corporation, or limited liability partnership (i) the Customer passes or summons a meeting to pass a resolution for voluntary winding up (except a reconstruction or amalgamation on terms previously approved in writing by GSS); or (ii) the Customer has a winding up petition presented against him or an order is made to wind up the Customer's business; or (iii) any step is taken by the Customer or any other person with a view to the appointment of a liquidator, receiver, administrative receiver or administrator in relation to the Customer; or (iv) a liquidator, receiver, administrative receiver or administrator is appointed in relation to the Customer or any of the Customer's assets; or

**18.2.11** if distress (in Scotland diligence) or execution or enforcement or any other legal process is threatened or made against the Customer; or

**18.2.12** if a meeting of the Customer's creditors is called or the Customer makes a proposal for a voluntary arrangement or any other arrangement with creditors or ceases to trade or the Customer has become insolvent; or

**18.2.13** if any steps are taken for a moratorium in relation to the Customer under the Insolvency Act 2000; or

**18.2.14** if (if in Scotland) the Customer is apparently insolvent; or

**18.2.15** if an enforcement officer seizes the Customer's possessions, or the Customer fails to satisfy any judgment for more than seven days; or

**18.2.16** if any company in the GSS group withdraws any facility or demands payment as a result of a default by the Customer; or

**18.2.17** if the Customer attempts to encumber or in any way charge any of the Items; or

**18.2.18** if any amount owed by the Customer to any party becomes due and payable prior to its stated maturity by reason of the occurrence of any event of default or other analogous event or any guarantee or similar obligation of the Customer in respect of any indebtedness is not discharged at maturity or when called; or

**18.2.19** If any event occurs in any jurisdiction which is analogous to any of the events set out in this Condition 18.2.

**18.3** If GSS terminates the rental of any Item and/or any monitoring, management, maintenance or other services supplied hereunder, without affecting its rights (including any right to damages and to GSS's costs of recovering the Items), the Customer must then pay GSS the amount required to discharge the Customer's outstanding liability to GSS. Receipt by GSS of part payment will not affect GSS's rights.

## **19. GENERAL**

**19.1** If any wording in any provision of this Agreement is found by a court of competent jurisdiction or other competent authority to be wholly or partly invalid, void, voidable, unlawful or unenforceable then it shall be severed as may be necessary to make it valid and enforceable and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

**19.2** This Agreement will be constructed in accordance with and governed by the law of England and each party agrees to submit to the exclusive jurisdiction of the courts of England.