

COMMERCIAL INSTALLATION MAINTENANCE AND MONITORING

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 Defined words and expressions shall take the following meanings in these Conditions:

Agreement – the legally binding contract between the parties, formed in accordance with condition 2 and which is comprised of these Conditions, the Proposal, the Specification and any other terms or documentation specified therein to apply.

Charges – means the sums payable by the Customer to GSS in consideration for the Services including (without limitation) any Deposit, any Rental Charge and any Purchase Price, as set out in the Proposal, as varied from time to time in accordance with these Conditions. For the avoidance of doubt, **Charge** means each individual sum itemised in the Proposal.

Commencement Date – has the meaning given to it in condition 2.2.

Conditions – means the terms and conditions contained below, in the Proposal and in the Specification annexed hereto, to the exclusion of all other terms, conditions and representations, written or oral.

Confidential Information – has the meaning given to it in condition 16.1.

Control – means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled**, and the expression **change of control** shall be construed accordingly.

Customer – means the name of the customer shown in the Proposal.

Data Protection Legislation – means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Deposit – means the deposit (if any) shown in the Proposal that GSS may require the Customer to make as an initial payment prior to delivery of the Items.

Force Majeure Event – means any circumstance not within a party's reasonable control including (without limitation) acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, collapse of buildings, fire, explosion, accident, any labour or trade dispute, strikes, industrial action, lockout, non-performance by suppliers or subcontractors, interruption or failure of utility service, logistical, supply and transport difficulties, damage or destruction to the Items and any cabling caused by the Customer, a third party, or an animal, disruption to the internet, communication links, or services provided by third parties including without limitation TGSM, ISDN, PSDN and ADSL.

GSS – means Guide Security Services Limited, a company registered in England and Wales with company number 03246838 and whose registered office is at Unit 3 Arkwright Court, Blackburn Interchange, Commercial Road, Darwen, Lancashire, BB3 0FG.

Initial Term – has the meaning given to it in condition 7.1.

Items – means all items (including, without limitation, the Security System) marked as agreed for purchase or marked as agreed for hire in the Proposal, as the context requires.

Losses – means any actions, charges, claims, costs, damages, demands, expenses, fees, fines, liabilities, losses, penalties and proceedings.

Monitoring Operators – has the meaning given to it in condition 10.3.

Monitoring Service – has the meaning given to it in condition 10.2.

Proposal – the document or other written correspondence containing the commercial terms of this Agreement to which these Conditions are attached or which contains a URL address for an electronic version of these Conditions.

Purchase Price – means the sum shown in the Proposal for the outright purchase of Items under condition 3, 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.

Rental Items – has the meaning given to it in condition 4.2.

Review Date – has the meaning given to it in condition 8.4.

Services – means the services to be performed by GSS in accordance with these Conditions and as identified in the Proposal.

Specification – means the specification attached to the Proposal; as notified from GSS to the Customer or as otherwise agreed between the parties (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.

Time Online – has the meaning given to it in condition 6.2.

1.2 Words defined in the Proposal shall have the same meaning in these Conditions.

1.3 Words importing one gender shall be construed as importing any other genders.

1.4 Words importing the singular shall be construed as importing the plural and vice versa.

1.5 References to persons include bodies corporate.

1.6 The headings do not form part of the Conditions and shall not be taken into account in their construction or interpretation.

1.7 Any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it any general reference to a statute includes any regulations or orders made under that statute.

2 FORMATION OF CONTRACT

2.1 By signing and returning to GSS a copy of the Proposal, or otherwise signifying (whether verbally or in writing) its agreement to the Proposal, the Customer shall be deemed to have made an offer to GSS to purchase the Services from GSS and for GSS to perform the Services in accordance with these Conditions.

2.2 This Agreement shall not be formed between the parties until the earlier date (**Commencement Date**) of:

2.2.1 GSS confirming its acceptance of the offer deemed to have been made by the Customer in accordance with condition 2.1 above; or

2.2.2 the first performance by GSS of its obligations under the Conditions.

3 OUTRIGHT PURCHASE OF SECURITY SYSTEM

3.1 This condition 3 shall only apply in relation to the Security System where, under the heading "Items" in the Proposal "Security System Purchase" has been marked as accepted.

3.2 GSS agrees to sell and to install and commission and the Customer agrees to purchase the Items to which this condition 3 applies as specified in the Specification.

3.3 The Customer shall pay any 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's invoice, without prior demand or set-off. GSS shall issue each invoice following the date of commissioning of the Items.

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE FOLLOWING PROVISIONS OF THIS CONDITION 3.4:

3.4 Title to the Items shall not pass to the Customer until:

3.4.1 GSS has received in full (in cash or cleared funds) all sums due to it in respect of the Items; and

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

- 3.5 Until title to the Items has passed to the Customer, the Customer must:
- 3.5.1 hold the Items on a fiduciary basis as GSS's bailee;
- 3.5.2 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;
- 3.5.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Items;
- 3.5.4 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
- 3.5.5 hold the proceeds of the insurance referred to in Condition 3.5.4 on trust for GSS and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 3.6 The Customer's right to possession of the Items shall terminate immediately if:
- 3.6.1 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 the 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 of the Customer; or
- 3.6.2 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/performs 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
- 3.6.3 the Customer encumbers or in any way charges any of the Items.
- 3.7 GSS shall be entitled to recover payment for the Items notwithstanding that title to any of the Items has not passed from GSS.
- 3.8 The Customer grants to 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.
- 3.9 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.
- 3.10 The Customer hereby indemnifies GSS, and keeps GSS indemnified against all Losses and restoration costs following removal of the Items from the Customer's or any third party's premises.
- 4 RENTAL OF SECURITY SYSTEM**
- 4.1 This condition 4 shall only apply in relation to the Security System where under the heading "Items" in the Proposal "Security System Rental" has been marked as accepted.
- 4.2 Should any Items be provided on rental, in respect of those Items only (**Rental Items**), the Customer shall pay to GSS during the term of this agreement the relevant Rental Charge (as specified in the Proposal) plus VAT per quarter (or such reviewed rent as shall be fixed under condition 8.4), 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.
- 4.3 A deposit equal to one quarter's rent will be paid on the Commencement Date and will be credited to the Customer on the date the hire commences.
- 4.4 Rental 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 the Rental Items,

and will protect the Rental Items against seizure or distress execution and will indemnify GSS against any Losses arising as a result of a breach by the Customer of this condition 4.4.

- 4.5 The Customer shall:
- 4.5.1 permit (or procure the permission of any relevant third party for) GSS, its employees, agents and authorised representatives at all times to enter any premises where the Rental Items are located to inspect, test the condition of, maintain or remove the Items; and
- 4.5.2 take good care of the Rental Items, including but not limited to taking all reasonable steps to safeguard them from theft, damage and vandalism; and
- 4.5.3 maintain clearly visible identity labels on the Rental Items stating that GSS (or such other third party as may be notified to the Customer) is the beneficial owner; and
- 4.5.4 from installation, insure the Rental Items against loss or damage from all risks to their full replacement value on a new for old basis with a reputable insurer on GSS's 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
- 4.5.5 only use GSS to service and maintain the Rental Items on a regular basis and immediately notify GSS of any repairs or maintenance that may be needed; and
- 4.5.6 not remove the Rental 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; and
- 4.5.7 upon termination of this Agreement, return the Rental 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 costs of repairing the Items to such Standard.
- 4.6 Upon termination of this Agreement for any reason whatsoever, GSS shall be entitled forthwith immediately to enter the Customer's premises and take possession of all Rental Items, and the Customer hereby grants GSS an irrevocable licence to do so.

5 DELIVERY AND INSURANCE

- 5.1 Any dates specified for the delivery, installation and commission of any Items purchased under condition 3 or rented under condition 4 are estimates only and time shall not be the essence for the delivery, installation or commission of Items under this Agreement. Where GSS has failed to deliver, install or commission any Items purchased under condition 3 or rented under condition 4 within 60 days of the estimated date, the Customer shall be entitled to terminate the Agreement.
- 5.2 Delivery, installation and commission shall take place at the Customer's premises as specified in the Proposal and risk in the Items shall pass to the Customer upon installation.
- 5.3 Without prejudice to the Customer's obligations under conditions 3 and 4, GSS shall insure all Items prior to their installation.

6 MONITORING CHARGES

- 6.1 This condition 6 shall only apply in relation to the Security System where under the heading "Items" in the Proposal, "GSS Monitoring and Management" has been marked as accepted.
- 6.2 It is understood and agreed that from time to time due to unforeseen circumstances, the actual time spent on line to the specified site (**Time Online**) 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.*

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE FOLLOWING PROVISIONS OF THIS CONDITION 6.3:

- 6.3 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 Online 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 Charge relating to Monitoring and Management).

7 TERM

7.1 The Agreement will be for a minimum term of five years from the later of the date of handover (as specified in Specification) and the Commencement Date (**Initial Term**), and thereafter shall continue for subsequent periods of one year unless terminated by not less than three months' notice in writing by either party, which notice may not be given sooner than three months before the expiry of the minimum period specified above.

7.2 In the 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.

THE CUSTOMER'S PARTICULAR ATTENTION IS DRAWN TO 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 other remedies that GSS may have) all remaining payments under the Agreement up to and including the final quarter of the fifth year of the Initial Term shall become immediately due.

8 FEES AND PAYMENTS

8.1 The Customer shall to pay GSS during the term of the Agreement the Charges in full, or in any instalments set out in the Proposal, by the payment date or dates set out in the Proposal, in consideration for which GSS will provide the Services.

8.2 All sums due under the Agreement shall be paid by the Customer to GSS in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

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

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE FOLLOWING PROVISIONS OF THIS CONDITION 8.4:

8.4 With effect from the first of January following the first anniversary of the date of this agreement and on the first of January each year thereafter (**Review Date**) GSS may at its absolute discretion increase any fees payable by the Customer under the Agreement 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.

9 MAINTENANCE OF THE SECURITY SYSTEM.

9.1 Subject to condition 4.5.5, this condition 9 shall only apply in relation to the Security System where, under the heading "Items" on the Proposal, "Maintenance" 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 in accordance with the agreed maintenance option (i.e. Comprehensive; Standard or Standard plus). A full description of each of the maintenance options can be found in our "[Maintenance Explained](#)" document.

9.2.2 GSS retains absolute discretion in deciding whether to replace any part of the Items when such replacement becomes necessary under the terms of this Agreement;

9.2.3 GSS will use reasonable endeavours to respond to a call for a service in line with the agreed maintenance option, details can be found in the "Maintenance Explained" document referred to in condition 9.2.1;

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 modification 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; and

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" in the Proposal, "GSS Monitoring and Management" has been marked as accepted.

10.2 GSS agrees to provide a twenty four hour monitoring service by CCTV cameras which are a part of the Security System (**Monitoring Service**).

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

10.4 Any suspicious incident or activity noted by the operator will be investigated and, where appropriate, reported to the Customer or the appropriate person as notified to GSS by the customer for that purpose from time to time, and in cases of suspected criminal activity, to the Police.

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

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

10.7 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.

10.8 Where any security system has been installed by a third party, and only monitoring services are included in the Agreement, GSS accepts no liability for equipment failure, blind spots, the design or correct operation of the system.

10.9 In respect of the Monitoring Service the Customer agrees as follows:

10.9.1 to advise GSS of any suspicious incidents or activity which may be of assistance to the Monitoring Operators;

10.9.2 to keep GSS advised of the opening and closing times in force at the monitored premises; and

10.9.3 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.

THE CUSTOMER'S PARTICULAR ATTENTION IS DRAWN TO THIS CONDITION 11.2:

11.2 Where GSS has made reasonable alterations to the Specifications under condition 11.1 above, provided that such changes are 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's reasonable additional costs for implementing such alterations.

12 WARRANTY

12.1 GSS warrants and represents to the Customer that the Services will be performed in accordance with all applicable laws and regulations and will reasonable care and skill.

12.2 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 12.3 and condition 12.4.

12.3 The warranty under condition 12.2 excludes claims relating to:

12.3.1 any material defects that arise from normal wear and tear of the Items;

12.3.2 misuse or abuse of the Items;

- 12.3.3 unsuitability of the environment in which the Items are situated, whether caused by the Customer or any third party; and
- 12.3.4 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.
- 12.4 The liability of GSS under the warranty in this condition 12.2 shall be limited to (at GSS's sole discretion):
 - 12.4.1 GSS repairing the Items (except any Replaceable Parts) at its own cost; or
 - 12.4.2 GSS replacing the Items (except any Replaceable Parts) at its own cost, within a reasonable time, which shall be determined by reference to GSS's normal lead time for carrying out work of the same nature at the relevant time.
- 12.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care.

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 a Force Majeure Event.
- 13.2 Where condition 13.1 applies, GSS shall as soon as practicable notify the Customer in writing of the existence of the Force Majeure Event and of its anticipated duration and shall use all reasonable endeavours to mitigate and minimise the effects of the Force Majeure Event.
- 13.3 If GSS is prevented from performing its obligations under this Agreement for a period of more than 60 days due to a Force Majeure Event, either party may terminate the Agreement by giving 7 days; written notice to the other party.

14 INDEMNITY AND LIMITS OF LIABILITY

THE CUSTOMER'S PARTICULAR ATTENTION IS DRAWN TO THIS CONDITION 14:

- 14.1 The Customer shall indemnify GSS, keep GSS indemnified and hold GSS harmless for and against all Losses (including any direct, indirect, special or consequential Losses, loss of profit, loss of business, contract, loss of reputation, corruption of data and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by GSS arising out of or in connection with:
 - 14.1.1 the Customer's breach of its obligations under this Agreement howsoever arising;
 - 14.1.2 any wilful or negligent act or omission of the Customer, the Customer's officers, employees, contractors or agents; and
 - 14.1.3 the Customer's use of the Services and/or Items.
- 14.2 The Customer shall notify GSS in writing within 7 days of any event or circumstances reasonably likely to give rise to any Losses being suffered or incurred by GSS, whether in contract, tort (including negligence) or breach of statutory duty, arising out of or in connection with these Conditions or the Services or the Items.
- 14.3 Except as expressly stated in condition 14.4:
 - 14.3.1 GSS shall not in any circumstances have any liability for any Losses which may be or are suffered by the Customer (or any person claiming under or through the Customer) of an indirect, special or consequential nature, loss of profit, loss of business, contract, loss of reputation or interest, penalties or legal or other reasonable professional costs or expenses;
 - 14.3.2 GSS shall not in any circumstances have any liability for any Losses whatsoever which may be or are suffered by the Customer (or any person claiming under or through the Customer), which have not been notified to GSS in accordance with condition 14.2;
 - 14.3.3 the Customer agrees that, in entering into the Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this agreement) that it

shall have no remedy in respect of such representations and (in either case) GSS shall not in any circumstances have any liability otherwise than in accordance with the express terms of the Agreement; and

- 14.3.4 the total liability of GSS, whether in contract, tort (including negligence), breach of statutory duty or otherwise and whether in connection with the Agreement or any collateral contract, shall in no circumstances exceed a sum equal to the total sums paid by the Customer to GSS under the Agreement in the 12 months prior to the date on which the liability arises.
 - 14.3.5 Subject to any additional terms and conditions that GSS or its insurers may require including (but not limited to) the payment of any additional sums and the provision of any additional information by the Customer to GSS, where the Customer reasonably requests that the limit of GSS's liability as set out in condition 14.3.4 be increased to a specified amount for the duration (or any specified part of) the Agreement, GSS may in its absolute discretion agree by notice in writing to the Customer a revised limit of liability which will take effect as a variation to condition 14.3.4. Where any additional terms and conditions required by GSS or its insurers under this condition 14.3.5 are not satisfied or not agreed by the Customer, the limit of GSS's liability to the Customer under this agreement shall be as set out in condition 14.3.4 and no agreement to vary the limit of GSS's liability as set out in condition 14.3.4 shall be effective unless confirmed by notice in writing by GSS to the Customer.
 - 14.4 The exclusions in conditions 12 and 14 shall apply to the fullest extent permissible at law but GSS does not exclude liability for:
 - 14.4.1 death or personal injury caused by the negligence of GSS, its officers, employees, contractors or agents;
 - 14.4.2 fraud or fraudulent misrepresentation; or
 - 14.4.3 any other liability which cannot be excluded by law.
 - 14.5 All dates supplied by GSS for the provision of Services shall be treated as approximate only and for the avoidance of doubt, time for performance of the Services shall not be of the essence. GSS shall not in any circumstances be liable for any Losses arising from any delay in delivery beyond such approximate dates.
 - 14.6 All references to GSS in this condition 14 shall, for the purposes of this condition only, be treated as including all employees, subcontractors and suppliers of GSS, all of whom shall have the benefit of the exclusions and limitations of liability set out in this condition.
- ### 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 CONFIDENTIALITY AND PUBLICITY
- 16.1 Each party shall, during the term of the Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of the Agreement) nor without the prior written consent of the other, disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party (**Confidential Information**), unless such information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of the Agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
 - 16.2 Each party shall notify the other party if any of its staff connected with the provision or receipt of the Services becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.
 - 16.3 The terms of the Agreement may not be disclosed by the Customer (other than to its legal advisors) without the prior written consent of GSS.

- 16.4 GSS may refer to the Customer as being a client of GSS in customer reference lists and sales presentations, but shall not refer to the Customer in any advertising or press release without the prior written consent of the Customer.
- 16.5 The provisions of this condition 16 shall remain in full force and effect notwithstanding any termination of the Agreement.
- 17 DATA PROTECTION**
- 17.1 Terms defined in the Data Protection Legislation shall have the same meanings in this condition 17.
- 17.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This condition 17 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 17.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and GSS is the data processor. The Conditions set out the scope, nature and purpose of processing by GSS, the duration of the processing and the types of personal data and categories of Data Subject, depending on the Services included in the Agreement in accordance with the Conditions.
- 17.4 Without prejudice to the generality of condition 17.1, the Customer will ensure that it has all necessary appropriate consents and notice in place to enable lawful transfer of the Personal Data to GSS for the duration and purposes of the Agreement.
- 17.5 Without prejudice to the generality of condition 17.2, GSS shall, in relation to any Personal Data processed in connection with the performance by GSS of its obligations under the Agreement:
- 17.5.1 process that Personal Data only on the written instructions of the Customer unless GSS is required by the laws of any member of the European Union or by the laws of the European Union applicable to GSS to process Personal Data (**Applicable Laws**). Where GSS is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, GSS shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit GSS from so notifying the Customer;
- 17.5.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 17.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 17.5.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- 17.5.4.1 the Customer or the Provider has provided appropriate safeguards in relation to the transfer;
- 17.5.4.2 the data subject has enforceable rights and effective legal remedies;
- 17.5.4.3 GSS complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 17.5.4.4 GSS complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 17.5.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 17.5.6 notify the Customer without unreasonable delay on becoming aware of a Personal Data breach;
- 17.5.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Personal Data; and
- 17.5.8 maintain complete and accurate records and information to demonstrate its compliance with this condition 17.
- 17.6 The Customer consents to GSS appointing a third party processor of Personal Data under this Agreement. GSS confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this condition 17.
- 17.7 GSS may, at any time on not less than 30 days' notice, revise this condition 17 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Agreement).
- 17.8 The Customer:
- 17.8.1 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.
- 17.8.2 hereby indemnifies GSS and holds GSS indemnified in full against all Losses arising out of the Customer's breach of this condition 17.
- 18 INTELLECTUAL PROPERTY**
- 18.1 In this condition 18, "**Intellectual Property Rights**" means all patents, utility models, rights to inventions, trade marks, trade names, logos, designs, symbols, emblems, insignia, fascia, slogans, copyright and related rights, know-how, information, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, drawings, plans, and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, whether or not registered or capable of registration and all other proprietary intellectual property rights whatsoever, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- 18.2 All Intellectual Property Rights in any and all Items shall belong to GSS, and the Customer shall have no rights in respect of any of the Items except as expressly granted under the Agreement. The Customer shall do or procure to be done all such further acts and things and sign or procure the signature of all such other documents as GSS may from time to time require for the purpose of giving GSS the full benefit of the provisions of this condition.
- 18.3 To the extent that it has the right to do so, GSS hereby grants a non-exclusive licence of the Intellectual Property Rights in the Items to the Customer for its use only in connection with the purposes of this Agreement for the duration of this Agreement.
- 18.4 The Customer hereby indemnifies GSS and holds GSS indemnified in full against all Losses arising out of the Customer's breach of condition 18.
- 19 TERMINATION**
- 19.1 Without prejudice to any rights that have accrued under the Agreement or any of its rights or remedies, GSS may terminate the Agreement with immediate effect by giving written notice to the Customer if:
- 19.1.1 the Customer commits a breach of any term of the Agreement which breach is irremediable or (if such breach is remediable), the Customer fails to remedy that breach within a period of 10 working days after being notified to do so;
- 19.1.2 the Customer repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
- 19.1.3 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits

inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

- 19.1.4 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- 19.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of the Customer;
- 19.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer;
- 19.1.7 the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;
- 19.1.8 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- 19.1.9 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;
- 19.1.10 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 19.1.3 to condition 19.1.9 (inclusive);
- 19.1.11 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 19.2 GSS may, without prejudice to its other rights or remedies, terminate the Agreement immediately by notice to the Customer if the Customer:
 - 19.2.1 Undergoes a change of Control;
 - 19.2.2 Sells all of its assets or is merged or re-organised in circumstances where it is not the surviving entity; or
 - 19.2.3 Disputes the ownership or validity of GSS's Intellectual Property Rights.
- 19.3 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.

20 EFFECT OF TERMINATION

- 20.1 Other than as set out in the Conditions, neither party shall have any further obligation to the other under the Agreement after its termination.
- 20.2 Any provision of the Agreement which expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.
- 20.3 Where GSS may exercise its right to terminate the Agreement under condition 19:
 - 20.3.1 GSS may, at its absolute discretion and without liability to the Customer, suspend the provision of the Services.
 - 20.3.2 GSS's consent to the Customer's possession of the Items shall cease 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.
- 20.4 On termination of the Agreement for any reason, the Customer shall immediately pay any outstanding unpaid invoices and

interest due to GSS. GSS shall submit invoices for any Services that it has supplied, but for which no invoice has been submitted, and the Customer shall pay these invoices immediately on receipt.

- 20.5 Termination of the Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

21 NOTICES

- 21.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be:
 - 21.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 21.1.2 sent by email to info@guidesecurity.co.uk.
- 21.2 Any notice or communication shall be deemed to have been received:
 - 21.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 21.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second working day after posting or at the time recorded by the delivery service;
 - 21.2.3 if sent by email, at 9.00am on the next business day after transmission.
- 21.3 This condition 21 does not apply to the service of any proceedings or other documents in any legal action.

22 GENERAL

- 22.1 The Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representation and understandings between them, whether written or oral, relating to its subject matter.
- 22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Conditions.
- 22.3 Save as otherwise provided for in the Conditions, no amendment or variation of the Conditions shall be effective unless it is in writing and signed by the parties or their authorised representatives).
- 22.4 GSS may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under the Conditions. The Customer shall not assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights and obligations under the Conditions without the prior written consent of GSS.
- 22.5 No failure or delay by a party to exercise any right or remedy provided under the Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of that or any other right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 22.6 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 deemed modified to the minimum extent 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.
- 22.7 Except as expressly provided in the Conditions, a person who is not a party to the Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Conditions.
- 22.8 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.