

The Client's attention is specifically drawn to the following clauses:

- Clause 13 – Limitation of Liability**
- Clause 17 – Cancellation / 'Cooling Off Period'**
- Clause 29 – Maintenance Term & Cancellation**

Definitions

1. Unless the context otherwise requires or the Agreement or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form in the Agreement or these Conditions, shall have the meanings stated below:

Word or phrase	Meaning
Agreement:	these Conditions, the Contractor's quotation
Client:	the person(s) to whom the Contractor's quotation is addressed and who is the ultimate consumer of the Equipment installed on the Site.
Conditions:	clauses 1 to 29 of these Conditions.
Contract:	the arrangement between Contractor and Client, comprising the Conditions and Contract Documents.
Contract Documents:	the Contractor's quotation and any documents referred to therein and in addition the Contractor's Order Acknowledgement.
Contract Price:	the price agreed by both parties for the Contractor to undertake the Contract Works
Contract Works:	the System(s) works briefly described in the Contract Documents, as varied (where applicable) under clause 11.
Contractor:	Black Box Security Alarm Systems Limited whose registered office is at 1A Chorley North Industrial Park, Drumhead Road, Chorley, Lancashire, PR6 7BX
Equipment:	materials and goods supplied by the Contractor which will be permanently part of the System(s) as defined by the Contract Works
Force Majeure:	See clause 26.
Order Acknowledgement:	acceptance by the Contractor in Writing of the Client's written order on the Contractor's Order Acknowledgement form.
Others:	any other Contractors, Sub-Contractors and Consultants working on the project whether employed by the Client or otherwise.
Site:	the place where the Equipment is to be delivered and / or installed.
Statutory Requirements:	any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Contract or performance of any obligations under this Contract and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to the Contract Works or with whose systems they are, or are to be, connected.
System(s):	the System(s) can comprise of Fire Detection and Alarms, and / or Intruder Alarm, and / or Access Control, and / or Closed Circuit Television (CCTV), and / or Disabled Refuge, and / or Disabled Toilet Alarms, and / or Public Address, and / or Public Address Voice Alarms, and / or Intercoms, and / or Gas Extinguishing, and / or Nurse Call, and / or Induction Loops, and / or Data Wiring / IT Infrastructure, and / or Gates, Barriers and Turnstiles, and / or Remote Monitoring, which can be an integrated or stand-alone System(s). The scope of these systems will be defined by the Contract Works within the Contract Documents.
Writing	includes hand, email, fax, post and courier unless otherwise stated

General

- 2.1 The Contractor intends to rely upon the written terms set out in this Contract. If any changes are required by the Client, they are to be duly incorporated prior to

any right to cancel this Contract as detailed in clause 17. No amendment to this Contract is to be made by either party without prior agreement in writing by both parties to this Contract.

- 2.2 If at any time any one or more of the provision(s) or part thereof of these Conditions becomes or is invalid, illegal or unenforceable in any respect under any law or is held by a court to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 2.3 No waiver by the Contractor of any breach of any provision of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision and the Contractor shall not be prejudiced by any forbearance or indulgence granted by it to the Client.

Reckoning periods of days

3. Where under this Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday, that day shall be excluded.

Contracts (Rights of Third Parties) Act 1999

4. Nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

Giving or service of notices and other documents

- 5.1 A notice or other document may be served in Writing by any effective means including by email, other than for those Notices stated in clause 5.5.
- 5.2 Valid email addresses to which notices or other documents can be sent are those notified by the parties to each other.
- 5.3 A notice or other document is deemed to be received on the next business day after it has been sent. A business day excludes Saturdays, Sundays and public holidays.
- 5.4 Documents attached to emails must be in Microsoft Word, Excel, Portable Document Format (PDF) or as specified in the Contractor's Order Acknowledgement. All drawings issued electronically (by email or otherwise) by the Client must be in either pdf, DWG or DWF formats. Documents or drawings attached to emails in any other format are deemed not to have been received.
- 5.5 Notices which must be sent by Recorded Signed For or Special Delivery are:

- (a) Notice of termination per clause 18

For such a notice to be valid, it must be served in the specified manner. Failure to issue notices in the manner specified will be treated as if they had not been served.

Building Information Modeling (BIM)

- 6.1 Unless expressly stated in the Contract, any design, integration, re-formatting or use of BIM models or software is specifically excluded, whether issued by the Client or Others.
- 6.2 In the event that the Contractor is required by the Client or Others to utilise and / or design in any BIM format, the Contractor shall be entitled to recover all costs associated with complying with this request as if it was a variation to the Contract under clause 11. Costs may include (but not limited to) purchase of computer equipment; upgrade of existing computer equipment; purchase of relevant software including licensing and training; employment / hire of specialised staff / operators; increase in insurance premiums etc.

Contractor's obligations

- 7.1 The Contractor shall carry out and complete the Contract Works in accordance with the Contract Documents, with due diligence and in a good and workmanlike manner.
- 7.2 Where design of the works, whether in part or in whole, is an express requirement of the Contract, the Contractor shall use reasonable skill, care and diligence to complete the design of the System(s) including the selection of any specifications of Equipment.
- 7.3 Unless expressly stated in the Contract Documents, any design, whether in part or in whole, will not comply with 'Secured by Design' or any other similar scheme whether promoted by the Association of Chief Police Officers (ACPO) or otherwise. The contractor, at its sole discretion, reserves the right to use or follow any guidance, criteria, principal, standard or specification in any part of its design without achieving overall compliance with any recommendations or requirements of the scheme. For clarity, the Contractor is not a member of 'Secured by Design' scheme.
- 7.4 The Contractor shall not be responsible for verifying the adequacy of any design or information contained in any document or drawing supplied by the Client or Others to the Contractor as part of this Contract.



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- 7.5 The Contractor shall provide Equipment for the System(s) of the standard stated in the Contract Documents.
- 7.6 The Contractor shall provide all labour, materials and plant required to carry out and complete the Contract Works during normal working hours except for the attendances set out in clause 25 of this Contract which the Client shall provide free of charge to the Contractor.
- 7.7 The Contractor shall only install Equipment supplied / purchased by them. No Equipment will be installed by the Contractor which has been issued by the Client.
- 7.8 The Contractor may subcontract any of the Contract Works.
- 7.9 The Contractor shall comply with, and give all notices required by, any statute, any statutory instrument, rule or order or any regulation or bye-law applicable to the Contract Works. Any payable fees and charges in respect of the Contract Works shall be paid by the Client.
- 7.10 Unless expressly stated within the Contract Documents, the Contractor has no maintenance obligations under this Contract. Any defect discovered by the Client will be rectified in accordance with clause 13 of this Contract. In the event that maintenance is expressly stated to be provided by the Contractor within the Contract Documents over a specific term, please refer to clauses 26, 27, 28 and 29 of this Contract.

Client's obligations

- 8.1 The Client shall:
- 8.1.1 provide sufficient access to the Site;
- 8.1.2 provide uninterrupted continuous working for the Contractor to perform his obligations under this Contract and shall in no way hinder or prevent the Contractor, whether by act or omission, from performing such obligations.
- 8.2 The Client shall not, without the prior written consent of the Contractor, assign, transfer, charge, contract or deal in any other manner with all or any of its rights or obligations under this Contract.
- 8.3 The Contractor does not accept responsibility for compliance with Statutory Regulations (including but not limited to planning permission, building regulations etc) or local by-laws or for the fulfilment of any special requirements binding upon the Client. When the Equipment is supplied and installed for use in conjunction with equipment and/or structures which are not supplied by the Contractor, the Client shall be solely responsible for ensuring that such equipment and/or structures are in all respects suitable and adequate for the purpose, and are properly installed. The Contractor shall not be liable for any adaption of the completed installation to suit the Client's own circumstances.
- 8.4 Where the Client requires special safety precautions when Contractors are working on site i.e. provision of temporary traffic control system, flagmen, warning lamps etc., such requirements shall be provided free of charge by the Client.
- 8.5 If installation is prevented, delayed, impeded or otherwise rendered more expensive by any act or omission of the Client (including but not limited to Others employed by the Client or any other third party to which the Client is responsible) including failure to advise the Contractor of special local conditions, the Client shall pay such extra charges as the Contractor shall reasonably require. Any alteration by the Client in design, quantities or specifications may also involve adjustment to the price. Such work shall be carried out only against written instructions given to the Contractor by the Client.
- 8.6 Where the Contractor provides any labour on the Client's Site, or on the Site of Others on behalf of the Client, the Client shall indemnify the Contractor against the consequences of any defect or suitability of any tackle or apparatus provided by the Client and against all liabilities for damages, costs and expenses arising out of the death of or personal injury to any persons or damage to any property howsoever caused provided that this indemnity shall not apply to liabilities arising from the negligence of the Contractor or its servants or agents.

Commencement and completion

- 9.1 Any times, dates or durations for performance of the contract works stated in the Contract Documents are estimates only and, unless otherwise expressly stated, time is not of the essence. The Contractor will use reasonable endeavours to perform by the time, date or duration quoted, and will not be liable under any circumstances for any loss claimed to have arisen from any delay in delivery or performance subject to any rights conferred in clause 18 of this agreement.
- 9.2 At the point when installation of the System(s) has been completed, the Client will be notified accordingly and will be asked to provide a witness to attend the commissioning / testing of the System(s). The date of the commissioning / testing certification is the date when practical completion is deemed to have been achieved by the Contractor ("Contractor's Practical Completion") which will be issued in Writing to the Client. In the event that the Client does not provide a witness, the System(s) will be commissioned and if found to be satisfactory by the Contractor, a certificate to that effect will be issued in Writing to the Client which will signify that Contractor's Practical Completion has been achieved. Installation is deemed to be complete if either the System(s) have been used by the Client or have been

commissioned, notwithstanding minor omissions or defects which do not materially affect such use.

- 9.3 In the event that the Contractor is unable to fully commission the system(s) within the number of visits as defined by clause 9.5, through no fault, act or omission on its part, the Contractor will commission the System(s) as far as reasonably practical. The Contractor will notify the Client in Writing of the System(s), whether in whole or in part, that have not been commissioned.
- 9.4 Unless stated elsewhere in the Contract, the Contractor has included for two visits to site. Should additional visits to Site be required through no fault, act or omission of the Contractor, the Contractor shall be entitled to recover additional mobilisation costs in the amount of £500.00 + VAT per operative per each additional visit to the Site.

Client's instructions

- 10.1 The Client may issue written instructions which the Contractor shall carry out within a reasonable period, taking into account the availability of materials, labour and other resources necessary to comply with the instruction. The Contractor shall only be obliged to follow Client instructions where the price has been agreed in accordance with clause 11.1 and which are issued between the date of the Contractor's quotation up until the date of Contractor's Practical Completion.
- 10.2 The Contractor shall be entitled to additional payment in respect of the Client's instructions.
- 10.3 If delivery of the Equipment is delayed due to any failure or default of the Client, the Contractor shall be entitled to arrange for storage of the Equipment on the Client's behalf and all charges for storage, transport, loading and unloading, insurance and demurrage will be payable by the Client. The due date for payment for such costs will be as stipulated in clause 15 of these Conditions.

Variations and claims

- 11.1 Where the Client wishes to instruct a variation to the Contract Works, then the Client shall issue a request for a quotation, the Contractor shall price the additional works, and only when the price has been agreed, the Client shall issue a written instruction to the Contractor to proceed with the works and confirm the agreed price. The Contractor reserves the right to refuse to complete any additional works instructed by the Client until the price for the varied works has been agreed.
- 11.2 The Contractor shall in addition be paid any direct loss and/or expense incurred by the Contractor due to the regular progress of the Contract Works being affected by compliance with any Variation or for any other reasons beyond the control of the Contractor including but not limited to Force Majeure.
- 11.3 If the Client fails to provide any items of attendance, including but not limited to those included within clause 25 of these Conditions, the Contractor may in its discretion and at its sole option provide the items required and charge the cost incurred plus 20% to the Client.
- 11.4 The Contractor reserves the right to price any additional works using daywork rates. In the event that any additional works are priced using daywork rates, the following rates will apply:
- Design Technician - £55.00 per hour
 - Skilled Site Operative - £55.00 per hour
 - Non-skilled Site Operative - £35.00 per hour
 - Plant Cost plus 20%
 - Material Cost plus 20%

Extension of time

- 12.1 If the Contractor is delayed in completing the Contract Works by the ordering of any Variation of the Contract Works or for other reasons beyond the control of the Contractor, the Contractor shall notify the Client in writing. The Client shall make such extension of time (if any) as is reasonable.
- 12.2 The Contractor shall constantly use reasonable endeavours to prevent or minimise any delay in the progress of the whole or any part of the Contract Works.

Limitation of Liability - The Client's attention is specifically drawn to clause 13

- 13.1 The Contractor shall only be liable to make good any defects in the Contract Works which stem from his faulty selection of unsuitable or inadequate materials or from faulty materials or bad workmanship. If this is proved to be the case, then the Contractor undertakes, at its discretion, either to replace or repair the Equipment or any part or parts thereof. Provided that:
- (a) notification of the defect in Writing with full details thereof being received by the Contractor within 7 days of the discovery of the defect. Such notice must be delivered in accordance with clause 5.5; and
 - (b) the Contractor is permitted to witness the defective Equipment in their original installed state; and

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- (c) the Contractor receives notification of any defect in Writing within 12 calendar months from the date of Contractor's Practical Completion per clause 9.3; and
- (d) the System(s) have been used under proper operating conditions including having been operated within the classification and its known domestic and / or commercial use as applicable at the time the Contractor prepared its quotation; and
- (e) in the case of Equipment supplied and fixed but not manufactured by the Contractor, the extent of the Contractor's liability in respect thereof shall not exceed the extent of the supplier's or the manufacturer's liability to the Contractor; and
- (f) the Contractor shall not be liable to make good any defects in the Contract Works which arise from the operation of the same by the Client, his servants or agents before the date of Contractor's Practical Completion per clause 9.3 nor shall the Contractor be liable for any loss or damage arising directly or indirectly as a consequence of such operation; and
- (g) the Contractor is not liable if the defect is due to carelessness, improper treatment or any wilful or negligent act or omission, including lack of maintenance or any failure to comply with any instructions given by the Contractor or any use of the Equipment with any part or parts which do not comply with the Contractor's specifications
- (h) the Contractor is not liable if the Equipment or System(s) have been modified by the Client or Others
- (i) the Contractor is not liable if the defect or failure is caused by wear and tear
- 13.2 The Contractor shall not be liable in respect of any defect which may occur in any system to which the Contract Works may be connected unless and to the extent that such defect is directly caused by a defect in the Contract Works for which the Contractor would be liable under this clause.
- 13.3 Save as is provided by this clause, the Contractor shall not be liable for any direct loss or damage as consequence of any defect in the Contract Works save to the extent that such defect is caused by the negligence of the Contractor, his servants or agents.
- 13.4 For the avoidance of doubt, any condition or warranty implied by law shall cease to apply after the expiry of the period stated in clause 13.1(d) above.
- 13.5 The Contractor will require a reasonable period of time to carry out any repairs or replacements.
- 13.6 The Contractor shall be entitled to recover all costs incurred as a result of attending the Site to rectify a defect for which it is not liable for under the Contract, regardless of whether:
- 13.8.1 liability under the Contract was apparent at the time of notification,
- 13.8.2 any works are undertaken by the Contractor
- 13.8.3 the defect was notified by the Client or Others.
- 13.7 Save as provided by clause 13.8 below, the Contractor's total liability in respect of all losses arising under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall in no circumstances exceed £100,000 for a Contract whereby the Contract Price does not exceed £50,000; £250,000 for a Contract whereby the Contract Price does not exceed £100,000; and £500,000 for all other Contract whereby the Contract Price exceeds £100,000.
- 13.8 Nothing in these Conditions shall limit or exclude the Contractor's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) any matter in respect of which it would be unlawful for the Contractor to exclude or restrict liability.
- 13.9 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 13.10 Clauses 13 & 14 inclusive shall survive termination of the Contract.

Consequential loss or damage - The Client's attention is specifically drawn to this clause 14

14. The Contractor shall not be liable under this contract for any loss or damage caused by us or our employees or agents in circumstances where:
- I. there is no breach of a legal duty of care owed to the Client by the Contractor or by any of our employees or agents
 - II. such loss or damage is not reasonably foreseeable result of any such breach; and
 - III. any increase in loss or damage resulting from a breach by the Client of any term of this Contract.

Payment

- 15.1 Unless stated elsewhere in this Contract, the rates and prices are fixed for thirty calendar days from the date of the Contractor's quotation.
- 15.2 Prior to commencement of the works by the Contractor, a deposit will be required to be paid by the Client. In the event that no amount is stated within

the Contractor's quotation, the deposit amount shall be 25% of the Contract Price. Where applicable, VAT at the prevailing rate will be required to be paid by the Client as part of this deposit payment. The Contractor reserves the right to delay commencement of the Contract Works until full payment of the deposit is made by the Client.

- 15.3 Upon completion of all work, or an amount of work within a calendar period, in connection with this Contract, the Contractor will issue an invoice to the Client which shall be paid by the Client within 14 days of the date detailed on the invoice.
- 15.4 Where payment is paid late by the Client, the Contractor may enforce its statutory rights. In addition, any costs incurred by the Contractor will be charged to the Client including but not limited to the costs of bounced cheques and time spent by the Contractor's employees.
- 15.5 All amounts quoted by the Contractor under the Contract or within variations are exclusive of value added tax ("VAT") and any duties which will be added to the Contractor's invoice at the rate chargeable at the time of issuing the Contractor's invoice-

Retention of title

- 16.1 In no case will the property in the Equipment pass to the Client until payment has been made to the Contractor of all monies owed on any contract by the Client to the Contractor including VAT on and until such payment the Client will hold the Equipment in a fiduciary capacity as bailee for the Contractor.
- 16.2 The risk in the Equipment will pass to the Client once the Equipment has been permanently fixed on the Site and the Client shall then insure and keep insured the Equipment to the full price against all risks.

Cancellation – The Client's attention is specifically drawn to clause 17

- 17.1 The Client can cancel this Contract for any reason by giving the Contractor notice in Writing within 7 days of signing this contract.
- 17.2 The notification must be provided in accordance with clause 5 of these conditions of Contract.
- 17.3 The notification will be valid on the date it is received by the Contractor.
- 17.4 In the event that the Client cancels this Contract under this clause 17, the Contractor will refund any money the customer has paid to the Contractor in connection with this contract, except in circumstances set out in clause 17.5.
- 17.5 The Client may have to pay for goods or services provided before he cancels this Contract if it has been agreed in Writing that the Contractor will provide goods and services before the end of the seven-day cancellation period referred to in Clause 17.1. The Client may have to pay for the following goods and services provided prior to cancellation:
- (a) Services of any kind.
 - (b) Goods needed in an emergency.
 - (c) Goods that are personalised or made to the Client's specification, and any service relating to those goods.
 - (d) Perishable goods (goods which decay or go bad quickly).
 - (e) Goods that have been used or incorporated into the Site.
- 17.6 If the Client cancels this contract, any related credit agreement (for example, a credit agreement the Contractor has provided or arranged with this Contract) will automatically be cancelled.

Termination – breach / insolvency / force majeure

- 18.1 The Client can terminate this Contract if the Contractor:
- (a) is not at the premises regularly to carry out the work; or
 - (b) is not meeting its health and safety and environment responsibilities; or
 - (c) is so incompetent or careless that the work is of an unacceptable standard;

and does not correct the matter within 7 days of receiving a warning in Writing from the Client, the Client can terminate this Contract by giving the Contractor a notice in Writing. The Contract will end on the date the notice is received by the Contractor.

- 18.2 In the event that the Client terminates this Contract, no further payment will be made to the Contractor until the work has been completed by another Contractor.
- 18.3 The Contractor can terminate this Contract if the Client:
- (a) does not pay an amount due; or
 - (b) prevents or obstructs the Contractor from carrying out the work;

and does not correct the matter within 7 days of receiving a warning in Writing from the Contractor, the Contractor can terminate this Contract by giving the Client a notice in Writing. The Contract will end as soon as that notice is given.

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18.4 In the event that the Contractor terminates this Contract, the Client will pay the Contractor for all works properly carried out including any materials made especially for the Contract and for any other of the Contractor's materials on the Site which he allows the Client to retain.

Settlement of Disputes

19.1 If a dispute or difference arises under this Contract relating to a design, technical or specification matter which cannot be resolved by direct negotiations, the dispute will be referred to the National Security Inspectorate (NSI) for their opinion on the matter prior to any other action or method of dispute resolution being engaged by either party.

19.2 Following the opinion of the National Security Inspectorate (NSI), either party may refer the dispute to adjudication in accordance with the provisions of Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998 except that the adjudicator nominating body shall be The Royal Institute of Chartered Surveyors.

19.3 If a dispute or difference arises under this Contract which falls outside that as defined by 21.1, either Party may at any time refer the dispute to adjudication in accordance with the provisions of Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998 except that the adjudicator nominating body shall be The Royal Institute of Chartered Surveyors.

Copyright

20.1 Any drawings or other technical data provided in connection with the Contract shall remain in the custody of the Client, who shall not divulge any details therefrom to any other person, firm or company without the approval of the Contractor. Such drawings or other technical data remain the property of the Contractor or affiliated suppliers or manufacturers.

20.2 No right of ownership or interest in the Contractor's patents, registered designs, trademarks, copyrights or any other intellectual property owned by the Contractor shall pass in any way to the Client in relation to the Equipment or Services provided under these Conditions. The Contractor gives no warranties or representations in relation to the Contractor's patents, registered designs, trademarks, copyrights or any other intellectual property and, in particular, does not warrant or represent that any registered patents, registered designs, trademarks, copyrights or any intellectual property are valid or will remain registered.

Insurance

21.1 Prior to commencement of the Contract Works, the Client will inform its insurance provider that works are to take place on the Site.

21.2 The Contractor will have an adequate 'all-risks' insurance policy to cover both the Contractor and the Client for the full costs of damage to the work and to unfixed Equipment which are on the premises before being installed on the Site.

21.3 The Contractor will maintain an adequate public liability policy for death or injury to people and damage to property.

Confidentiality

22. A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 25 shall survive termination of the Contract.

Force Majeure

23. The Contractor shall have no liability to the Client for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any act, event, omission or accident beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of a utility service, energy sources or transport network, acts of God, war, terrorism, riot, disorder, civil commotion, interference by civil or military authorities, compliance with any law or government order, rule, regulation or direction, accident, acts of local or central Government or national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, lightning, loss at sea, epidemics or similar

events, natural disasters or severe weather conditions, or default of suppliers or subcontractors.

Applicable law and Jurisdiction

24.1 The parties irrevocably agree that the courts of England are to have exclusive jurisdiction for the purpose of hearing and determining any suit, action or proceedings and/or to settle any disputes arising out of or in any way relating to this Agreement or its formation or validity ("Proceedings") and for the purpose of enforcement of any judgment against its property or assets.

24.2 Nothing in this clause shall (or shall be construed so as to) limit the right of the Contractor to take Proceedings against the Client in the courts of any country in which the Client has assets or in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

25. Facilities, Services & Attendances - Unless shown below as being provided by the Contractor, all such items are to be provided by the Client at his cost.		
Item	Client to provide	Contractor to provide
Temporary Electricity Supply; 110 volt power	✓	X
Permanent Electricity Supply; 230 volt AC power (required for testing and commissioning)	✓	X
Telephone lines installed, commissioned and fully working	✓	X
Complete IT infrastructure including (but not limited to) data outlets, switches, IP addresses etc. all fully commissioned and working	✓	X
Unloading and distribution on site	X	✓
Shared toilets & mess room, shared first aid, shared drying room	✓	X
Electrical adaptors, leads etc	X	✓
Task lighting	X	✓
Clear working area	✓	X
Plant, small tools and tackle	X	✓
Dealing with asbestos	✓	X
Protection of all surrounding equipment, floors, furnishings, external areas etc during installation	✓	X
Restriction of access to the site whilst the Contractor is installing the works to ensure safety to non-Contractor personnel. Note that this may include but is not limited to hoarding, heras fencing etc	✓	X
Protection and responsibility of Black Box's works until Contractor's Practical Completion	✓	X
Security	✓	X
Builders work	✓	X
Cleaning of Contract Works	✓	X

Maintenance

26.1 In the event that Maintenance of the Systems is expressly stated as included by the Contractor in the Contract Documents, the following conditions will apply in conjunction with clauses 1 to 25, in particular clauses 13 & 14 limitation of liability.

Preventative Maintenance

27.1 The Contractor will attend the Site the System(s) have been permanently installed to carry out Preventative Maintenance.

27.2 Preventative Maintenance means the routine inspection and testing of the System(s) to verify that they continue to function as intended and as determined by the Contract Documents and / or the relevant Industry Standards and to identify any items found faulty, worn or in need of replacement.

27.3 Preventative Maintenance will be carried out to all System(s) as detailed within the Contract Documents in accordance with the relevant British / European Standards and / or Industry Standards in force at the time the maintenance is carried out by the Contractor or the standard applicable at the time of original commissioning.

27.4 The cost of the Preventative Maintenance carried out by the Contractor is included within the annual maintenance charge expressly stated in the



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Contract Documents which is paid annually in advance by the Client in accordance with clause 15 of these conditions.

- 27.5 The Contractor reserves the right to increase the annual maintenance charges at any time without notice to the client to include for increases in any third party cost increase(s) which may be incurred by the Contractor over the maintenance / contract period.
- 27.6 In the event that the Contractor identifies that the System(s), either in part or in whole, require remedial works, including but not limited to; replacement of parts of the System(s) (including batteries); upgrading or re-programming of the System(s) software; additional works to the systems whether to address deficiencies in the initial installation (whether installed by the Contractor or otherwise) or to include additional Site requirements; all labour, plant and material costs incurred by the Contractor to carry out these remedial works shall be charged to the Client in addition to the annual maintenance charge stated in clause 27.4.
- 27.7 The Contractor shall carry out Preventative Maintenance during normal business hours which shall be classed as any week day which is not a public holiday between the hours of 9.00am to 5.00pm. Should the Client not be able to allow the Contractor to carry out Preventative Maintenance during normal business hours, the Contractor shall be entitled to recover all additional costs incurred.
- 27.8 Payment for remedial works carried out by the Contractor and / or carrying out Preventative Maintenance outside of normal business hours shall be in accordance with clause 15 of these conditions.

Corrective Maintenance

- 28.1 The Contractor will attend the Site the System(s) have been permanently installed in response to a request from the Client or Others to carry out Corrective Maintenance.
- 28.2 Corrective Maintenance means the investigation and repair of faults reported by the Client or Others including false alarms from the any of the System(s) listed to be maintained within the Contract Documents.
- 28.3 Corrective Maintenance will be carried out to all System(s) as detailed within the Contract Documents in accordance with the relevant British / European Standards and / or Industry Standards in force at the time the maintenance is carried out by the Contractor or the standard applicable at the time of original commissioning.
- 28.4 All costs incurred by the Contractor in responding to and / or carrying out Corrective Maintenance reported by the Client shall be charged to the Client in addition to the annual maintenance charge stated in clause 27.4.
- 28.5 All reports / notifications for Corrective Maintenance / additional works should be notified and carried out in accordance with clause 11 of these conditions.
- 28.6 In the event that a verbal instruction for Corrective Maintenance / additional works is given to the Contractor by the Client or Others, the Contractor shall carry out the works as if a formal written instruction had been issued by the Client in accordance with clause 11 of these conditions, with all costs incurred by the Contractor as a result of complying with this verbal instruction chargeable to the Client.
- 28.7 The Contractor shall carry out Corrective Maintenance during normal business hours which shall be classed as any week day which is not a public holiday between the hours of 9.00am to 5.00pm. Should the Client not be able to allow the Contractor to carry out Preventative Maintenance during normal business hours, the Contractor shall be entitled to recover all additional costs incurred.
- 28.8 Payment for Corrective Maintenance shall be in accordance with clause 15 of these conditions.

Maintenance Term and Cancellation --The Client's attention is specifically drawn to clause 29

- 29.1 Unless expressly stated within the Contract Documents, the Maintenance Term shall be a fixed 3 year term from the date of commencement, which shall be the latter of either practical completion (as defined by clause 9) of the Contract Works or the date of contract acceptance in writing by the Client.
- 29.2 Upon expiry of the fixed 3 year term, the maintenance contract shall automatically renew for a further 12 months unless either party notifies the other in Writing of its intention to terminate the agreement at least 30 days before the end of the fixed term or any subsequent renewal period.
- 29.3 Each party has the right to terminate the contract in the event of the other's insolvency or default in accordance with clause 18.
- 29.4 In the event of cancellation by the Client following written agreement by the Contractor, the Client will be liable to the Contractor to pay the remaining term of the Maintenance Contract including any automatic renewal should notification not be provided in accordance with clause 29.2. The due date for payment of cancellation fees shall be the date of the invoice and the final date for payment shall be 30 calendar days after the date of invoice.