

STANDARD TERMS OF BUSINESS FOR THE SUPPLY OF SECURITY EQUIPMENT AND SERVICES TO CONSUMERS

These are the terms on which we supply goods and services to you. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods and services to you, how you and we may change or end the contract and other important information.

1. DEFINITIONS AND INTERPRETATION

1.1. In these terms the following definitions apply:

“City Alarms & Security” has the meaning given in clause 2.1;

“Commencement Date” has the meaning contained in clause 3.2;

“Contract” means the contract between you and us for the supply of Equipment and/or Services;

“Equipment” means the equipment quoted for in our Quotation;

“Event Beyond Our Control” means any act or circumstances which are beyond our reasonable control including an act of God, fire, storm, flood, malicious damage, war, riot or any natural disaster;

“Installation” means the installation of the Equipment at the Property and the words **“installed”**, **“installing”** and **“install”** shall be interpreted accordingly;

“Maintenance Services” means services in respect of the maintenance of the Equipment;

“Monitoring Services” means the remote monitoring of the Security System from an Alarm Receiving Centre;

“Order” means your order for the supply of Equipment and/or Services, as indicated when you accept our Quotation;

“Property” means the property specified in the Quotation;

“Quotation” means our written quotation for the supply of Equipment and/or Services;

“Recurring Services” means any Services provided on an on-going or recurring basis such as Maintenance Services and Monitoring Services;

“Security System” means your security system at the Property;

“Services” means the services quoted for in our Quotation, including, but not limited to, Installation, Maintenance Services and Monitoring Services;

“We”, **“us”** or **“our”** means City Alarms & Security

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. We are City Alarms & Security a partnership established in England and Wales. The partners of City Alarms & Security are Mr Peter Elwick and Mr Benjamin Elwick. Our address is 23 Highfield, Sutton, Hull, HU7 4TW. Our registered VAT number is 173 2555 09.

2.2. You can contact us by writing to us at the above address (see 2.1), by telephone on 01482 712495 or by email at cityalarms@yahoo.co.uk.

3. OUR CONTRACT WITH YOU

- 3.1. Our Quotation is not an offer and when you place an Order this does not mean we have to accept your Order.
- 3.2. Our acceptance of your Order will only take place when we contact you to inform you that we are able to provide the Equipment and/or Services (**“the Commencement Date”**), at which point a binding contract will be formed between you and us.
- 3.3. If we are unable to accept your order, we will inform you of this and will not charge you for the Equipment and/or Services. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or because we are unable to meet a delivery deadline you have specified.
- 3.4. The contract for Maintenance Services or Monitoring Services shall remain in force for a minimum period of 12 months from the Commencement Date and thereafter from year to year unless or until either you or we terminate the Contract by giving 2 months’ written notice to the other (see clause 10).

4. THE EQUIPMENT

- 4.1. We have a legal duty to ensure the Equipment conforms with the Contract.
- 4.2. We will rectify any material defects in the Equipment without charge within the first 12 months from the delivery/installation date but this does not include defects in the Equipment caused by:
 - 4.2.1. An Event Beyond Our Control;
 - 4.2.2. any interference with, or any alteration or repair to the Equipment carried out by you or any third party other than one of our representatives;
 - 4.2.3. accident, wilful damage or negligence by you or any third party;
 - 4.2.4. failure to use the Equipment in accordance with our instructions; or,
 - 4.2.5. fair wear and tear.
- 4.3. The guarantee contained in clause 4.2 is in addition to and does not affect your legal rights in relation to Equipment which is faulty or not as described.
- 4.4. We will not be responsible for any failure of equipment due to changes to the environment in which it was installed. This includes electrical and wireless signal interference.
- 4.5. The images of the Equipment on our website or on any of our other advertising materials are for illustrative purposes only. Although we make every effort to make sure our website and advertising materials accurately represent our Equipment there may be minor variations.
- 4.6. We may make minor changes to our Equipment to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements. If we make any changes we will notify you.

5. DELIVERY OF EQUIPMENT

- 5.1. After we have accepted your Order we will contact you to agree when we will provide the Equipment.
- 5.2. We will endeavour to deliver the Equipment to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your Order, unless we have agreed a different delivery date. If we are installing the Equipment delivery will take place on the agreed Installation date.
- 5.3. If the supply of Equipment is delayed by an Event Beyond our Control we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Equipment paid for but not received.
- 5.4. You must ensure there is someone present at the Property on the agreed date to accept delivery of the Equipment. If no one is available to take delivery, we may take the Equipment back, in which case you should contact us to re-arrange the delivery date. Where this happens you may, at our discretion, have to pay an additional delivery charge.
- 5.5. You have legal rights if we deliver the Equipment late. If we miss the delivery deadline for any Equipment then you may treat the contract as at an end straight away if any of the following apply:
 - 5.5.1. we have refused to deliver the Equipment;
 - 5.5.2. delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - 5.5.3. you told us before we accepted your order that delivery within the delivery deadline was essential.
- 5.6. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 5.5, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 5.7. You will be responsible for the Equipment once it has been delivered to you or collected from us, as the case may be.
- 5.8. You will not own the Equipment until you have paid for the Equipment and any associated Installation charges in full.
- 5.9. Where the Contract includes Monitoring Services, the apparatus supplied by us for the purpose of transmitting signals to the Alarm Receiving Centre shall remain the property of City Alarms & Security. In the event you or we (as the case may be) cancels the Monitoring Services, you must return the said apparatus to us within 14 days of the cancelation taking effect.

6. SERVICES

- 6.1. Where we are providing Services we will endeavour to complete the Services on the date and at the times agreed between us. However, we will not be responsible for any delays caused by an Event Beyond Our Control.
- 6.2. In relation to the Services you must:
 - 6.2.1. co-operate with us in all matters relating to the Services;

- 6.2.2. provide us with access to the Property and all other facilities as reasonably required to provide the Services;
 - 6.2.3. provide us with all information we may reasonably require in order to supply the Services;
 - 6.2.4. ensure the Property is prepared for the Services in the manner described by us in advance, including making any necessary alterations to the Property;
 - 6.2.5. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start (including from your Landlord);
 - 6.2.6. inform us of any potential hazards at or changes to the Property and provide any protective equipment necessitated by those hazards;
 - 6.2.7. comply with any additional obligations as set out in the Quotation.
- 6.3. If the performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (**“Customer Default”**):
- 6.3.1. without limiting or affecting any other right or remedy available to us, we have the right to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations in each case to the extent the Customer Default prevents or delays us from performance of any of our obligations;
 - 6.3.2. we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from your failure or delay to perform any of your obligations as set out in this clause 6; and
 - 6.3.3. you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

7. PRICE AND PAYMENT

- 7.1. The price of the Equipment and/or Services is as set out in the Quotation and includes any VAT.
- 7.2. If the rate of VAT changes between the Commencement Date and the date we supply the Equipment and/or Services, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 7.3. You must pay a deposit of 50% of the total amount shown in the Quotation at the time we accept your Order. The balance must be paid on the date we provide the Services or deliver the Equipment, whichever occurs first.
- 7.4. You must pay for Recurring Services yearly in advance and in the amounts specified in the Quotation (as amended by clause 7.5). The first year's payment must be paid in accordance with clause 7.3 and thereafter on or before each yearly anniversary of the Commencement Date.
- 7.5. We reserve the right to increase our charges for Recurring Services on an annual basis with effect from each anniversary of the Commencement Date. We will provide you with at least 3 months' advance notice of any increase in charges and if, after being notified of the increase in charges, the increase is unacceptable to you, you can cancel the Recurring Services by providing 2 months'

written notice.

- 7.6. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the Bank of England base lending rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 8.1. We do not exclude or limit liability to you where it would be unlawful to do so including for:

- 8.1.1. death or personal injury caused by our negligence;
- 8.1.2. breach of any of the provisions referred to in sections 31 and 57 of the Consumer Rights Act 2015;
- 8.1.3. fraud or fraudulent misrepresentation; or
- 8.1.4. defective products under the Consumer Protection Act 1987.

- 8.2. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 8.3. We do not provide any representation, warranty or guarantee that the Equipment and/or Services will prevent or eliminate the possibility of burglaries or trespass to the Property or remove the requirement for you to insure the Property.

- 8.4. When we are providing Services (including Installation) we will make good any damage to the Property which is caused by our negligence, our failure to carry out the Services with reasonable care and skill or our failure to comply with any of our other obligations under the Contract. We are not responsible for the cost of repairing any pre-existing faults or damage to the Property or any damage which is an unavoidable result of the Services.

9. YOUR RIGHTS TO END THE CONTRACT

- 9.1. This clause 9 applies if you are a consumer.
- 9.2. Unless clause 9.9 applies, if you buy Equipment and Services away from our premises (for example, at the Property or over the telephone) you have a legal right to change your mind during the period set out in clause 9.3 (“**the Cancellation Period**”).
- 9.3. The Cancellation Period is 14 days. The date on which the Cancellation Period starts will depend on whether the Contract is for Equipment and/or Services as set out below:
- 9.3.1. if the Contract is for the supply of Equipment or Equipment and Services you have 14 days after the date on which we deliver the Equipment; or
 - 9.3.2. if the Contract is for Services only you have 14 days after the Commencement Date.
- 9.4. To exercise the right to cancel you must inform us of your decision to cancel by a clear statement. This can be done by:

- 9.4.1. completing the Model Cancellation Form attached to these terms and posting it or emailing it to us at the address/email address set out at clause 2;
 - 9.4.2. writing to us by letter or email at the address/email address set out at clause 2; or
 - 9.4.3. calling us on 01482 712495.
- 9.5. We will not provide you with Services until the end of the Cancellation Period unless you expressly ask us to do so in writing.
- 9.6. If you cancel the Contract in accordance with this clause 9 we will refund to you all payments received including the cost of delivery of the Equipment except that:
- 9.6.1. we can deduct from the refund the loss of the value in any Equipment supplied if the loss is the result of unnecessary handling by you; and
 - 9.6.2. if, at your request, we have provided Services during the Cancellation Period, we can charge you a reasonable sum for the Services provided (which will be the full price for the Services if we have completed the Services before you inform us you wish to cancel).
- 9.7. If you cancel the Contract in accordance with this clause 9, you must pay for the removal and return to us of any Equipment we have provided to you.
- 9.8. We will pay you the refund referred to in clause 9.6 not later than:
- 9.8.1. 14 days from the date on which you return the Equipment to us; or
 - 9.8.2. (if earlier) 14 days after the day you provide evidence that you have returned the Equipment to us; or
 - 9.8.3. If no Equipment has been supplied to you, 14 days after the date on which you informed us of your decision to cancel the Contract.
- 9.9. The right to cancel under this clause 9 does not exist in relation to Equipment which:
- 9.9.1. has been made to your specification or is clearly personalised; or
 - 9.9.2. has become mixed inseparably with other items after delivery.

10. OTHER CANCELLATION RIGHTS

- 10.1. The rights set out in this clause 10 are additional to those rights set out under clause 9 above.
- 10.2. You can cancel the Contract with immediate effect and we will refund you in full for any Equipment and Services which have not been provided if:
- 10.2.1. you have a legal right to end the Contract because of something we have done wrong;
 - 10.2.2. there is a risk that supply of the products may be significantly delayed because of an Event Beyond Our Control.
 - 10.2.3. You can cancel the Contract in relation to Recurring Services by giving us at least 2 months' written notice (by letter or email) in which case we will refund any advance payment you have made for Recurring Services which will not be provided to you.

11. OUR RIGHTS TO END THE CONTRACT

- 11.1. We may end the Contract at any time by writing to you if:

- 11.1.1. you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
 - 11.1.2. you do not, within a reasonable time, allow us to deliver the Equipment to you or collect them from us; or
 - 11.1.3. you do not, within a reasonable time, allow us access to your premises to supply the Services.
- 11.2. We may end the Contract before the delivery of Equipment or commencement of the Services if an Event Beyond Our Control occurs or there is an unavailability of stock, materials, or personnel which prevents us from performing our obligations under the Contract. If this is necessary we will notify you promptly and refund any advance payments you have made for Equipment and/or Services which you will not receive.
- 11.3. We may cancel the Contract in relation to any Recurring Services by giving you 2 months' written notice in which case we will refund any sums you have paid in advance for the Recurring Services.

12. OTHER IMPORTANT TERMS

- 12.1. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 12.2. The Contract is between you and us and no other person shall have any rights to enforce the terms of the Contract.
- 12.3. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.4. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 12.5. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Equipment and/or Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Equipment and/or Services in either the Northern Irish or the English courts.

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To City Alarms & Security of 23 Highfield, Sutton, Hull, HU7 4TW email; cityalarms@yahoo.co.uk

I hereby give notice that I cancel my contract of sale of the following goods [*]/for the supply of the following service [*,

Ordered on [*/received on [*,

Name of consumer,

Address of consumer,

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

Date

INSTRUCTION TO COMMENCE SERVICES DURING CANCELLATION PERIOD

To City Alarms & Security of 23 Highfield, Sutton, Hull, HU7 4TW email; cityalarms@yahoo.co.uk

I confirm I am aware of my rights to cancel within the cancellation period and I confirm I am aware that the cancellation period runs for a period of 14 days from either the Commencement Date of the Contract (for Services only) or delivery of the Equipment, as the case may be. However, I expressly instruct City Alarms & Security to provide Services during the cancellation period and I confirm I will be responsible for paying for the Services during the cancellation period.

Name of Consumer;

Address of Consumer;

Signature of Consumer (not necessary where sent by email);

Date;