

Terms and Conditions - Schedule 1

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

- Clause 15 Faulty, damaged or incorrect Equipment
- Clause 17 Cancellation of Contract During the Cooling Off Period
- Clause 22 Liability and Consumer rights
- Clause 32 Maintenance Term and Cancellation

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision by Black Box Security Alarm Systems Limited of alarm systems design, installation and supply services to Clients who require any such services to be provided at their home.

These Terms and Conditions apply where the Client is a "Consumer" as defined below.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement"	means the formal agreement between you and us for the Contract Works in the form attached as Schedule 1 which will incorporate and be subject to these Terms and Conditions.
"Agreed Times"	means the times which you and we agree for us to have access to the Site/Property to carry out and complete the Contract Works.
"Business"	means any business, trade, craft or profession carried on by you or any other person/organisation.
"Conditions"	means these Terms and Conditions.
"Consumer"	means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual Client of ours who receives any Services for their personal use and for purposes wholly or mainly outside the purposes of any Business.
"Contract"	the arrangement between Contractor and Client, comprising the Conditions and Contract Documents.
"Contract Documents"	Our quotation and any documents referred to therein and in addition to Our Order Acknowledgment.
"Contract Price"	The price agreed by the Contractor and you for us to undertake the Contract Works.
"Contractor"	Black Box Security Alarm Systems Ltd., registered in England and Wales with company number 02481608 whose registered office is at 1A Chorley North Industrial Park, Drumhead Road, Chorley, Lancashire, PR6 7BX.
"Contract Works"	means the Equipment and System(s) works briefly described in the Contract Documents, as varied (where applicable) under clause 12.

"Data Protection Legislation"	means the Data Protection Act 2018 (GDPR) as amended or replaced from time to time.
"Equipment"	Means the materials and goods supplied by us which will be permanently part of the System(s) as defined in the Contract Works.
"Inseparably Mixed Equipment"	means Products that have become mixed inseparably (according to their nature) with other Products or other items after delivery.
"Maintenance Services"	means the Preventative and Corrective Maintenance Services that you request to be provided in the Agreement under clauses 28, 29, 30 and 31.
"Model Cancellation Form"	means the model cancellation form attached as Schedule 2.
"Order"	means your initial request for us to provide a Quotation for any of the Contract Works.
"Others"	any other Contractors, Sub-Contractors and Consultants working on the Contract Works whether employed by you or otherwise.
"Our Premises"	means our "business premises" as that expression is defined in the Regulations.
"Personalised Equipment"	means Products that are made to your specifications or are clearly personalised.
"Products"	means the Equipment and System(s) and other items we supply which are required to complete the Contract Works.
"Property"	means your home (as detailed in the Order and the Agreement) in which the Contract Works are to be undertaken.
"Quotation"	means the quotation we give to you in accordance with Clause 4 detailing the Contract Works we will provide to you and the Contract Price we will charge you for them.
"Quoted Price"	means the Contract Price set out in the Quotation for the Contract Works.
"Regulations"	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
"Services"	means the System(s) and other services that we provide to you to complete the Contract Works.
"Site"	means the location (at the Property) where the Equipment is to be delivered and installed.
"Start Date"	means the date that provision of Services commences.
"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)”

means the Equipment and installation of the System(s) which can include 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.

“Third Party Contractor”

means any other contractor or consultant working on the Project;

“Visit”

means any occasion, scheduled or otherwise, on which we visit the Property to provide any of the Contract Works.

“we”; “us”; “our”

means Black Box Security Alarm Systems Limited.

“you”, “your”

Means the Client.

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text message, or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions including the Schedules to it.
- 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include the other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.
- 1.10 References to “writing” includes hand, email, fax, text message, post and courier unless otherwise stated.

2. Information About Us

- 2.1 We are Black Box Security Alarm Systems Limited, a Private Limited Company.
- 2.2 We are registered in England under number 02481608.
- 2.3 Our registered office is at 1A Chorley North Industrial Park, Drumhead Road, Chorley, Lancashire, PR6 7BX.
- 2.4 Our VAT number is 164751944.

3. Communication and Contact Details

- 3.1 If you wish to contact us with questions or complaints, you may contact us by telephone at 01772 421129 or by email at david.barnes@blackboxsecurity.co.uk
- 3.2 In certain circumstances you must contact us in writing (as

stated in various clauses throughout these Terms and Conditions). When contacting us in writing you may use the following methods:

- 3.2.1 contact us by email at info@blackboxsecurity.co.uk or
- 3.2.2 contact us by pre-paid post at Black Box Security Alarm Systems Limited 1A Chorley North Industrial Park, Drumhead Road, Chorley, Lancashire, PR6 7BX

4. Order, Quotation and Acceptance of Quotation

- 4.1 You may submit an Order to us for the Contract Works on an Order form which we will provide to you.
- 4.2 The required information to be inserted in the Order form will include the Contract Works that you require.
- 4.3 Once you have completed the Order and submitted it to us, and we have discussed your requirements with you, and obtained any necessary further detail and clarification of any matters from you, we will prepare and sign a summary of the work the “Contract Works”, in duplicate and send it to you either by email or first class post.
- 4.4 The Contract Works will set out the Contract Price and the required Deposit as a percentage of the Contract Price. The Deposit will be 25% of the Quoted Price (see Clauses 5 and 6).
- 4.5 You may accept the Contract Works by signing and dating one copy of it and returning it to us within 30 days after the date we issue the Contract Works.
- 4.6 When (but not before):
 - 4.6.1 You have returned that copy Contract Works signed and dated by you;
 - 4.6.2 You have paid the Deposit;

a legally binding contract between you and us will be created for you to pay the Contract Price and for us to supply the Contract Works.

We will then attach the signed duplicate to the Agreement and complete any blanks (including the Contract Price) in the Agreement.

5. Deposit

- 5.1 You must pay us the Deposit not more than 7 days after you accept the Contract Price.
- 5.2 Acceptance of a Contract Price will be of no effect until we receive the Deposit in full.

6. Payment of Price and VAT

- 6.1 The Contract Price for the Contract Works will be the price payable for those Contract Works as shown in our Quotation.
- 6.2 The Contract Price does not include VAT. This will be added onto the value at the appending rate when the invoice is raised.
- 6.3 We will invoice the Deposit when we receive your acceptance of the Contract Works, and we will invoice the balance of the Contract Price upon completion of the Contract Works.
- 6.4 You must pay any invoice for an amount other than the Deposit within 7 days of receiving it.
- 6.5 We accept the following methods of payment:
 - 6.5.1 Credit / Debit Card
 - 6.5.2 Cash
 - 6.5.3 Cheque
 - 6.5.4 Bank Transfer
 - 6.5.5 Via our website
- 6.6 If you do not pay an invoice by the due date we may charge you interest on the overdue sum at the rate of 2% above the base rate of The Royal Bank of Scotland from time to time until

payment in full is made. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.

6.7 If you have promptly contacted us to dispute an invoice in good faith we will not charge interest while such a dispute is ongoing.

6.8 **Ownership and Risk**

6.9 In no case will ownership in the Equipment pass to you until payment has been made to us of all monies owed on any contract by you to us including VAT on and until such payment you will hold the Equipment in a fiduciary capacity as bailee for us.

6.9 The risk in the Equipment will pass to you once the Equipment has been permanently fixed on the Site and you shall then insure and keep insured the Equipment to the full price against all risks.

7. The Contract Works

7.1 Additional terms and conditions will apply in addition to these Conditions, as detailed in the Agreement at Schedule 1.

7.2 We will provide the Contract Works in accordance with the specification set out in the Contract Documents and the Agreement (as amended by agreement between you and Us from time to time).

7.3 We will ensure that the Contract Works are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.

7.4 We will ensure that we comply with all relevant codes of practice and Statutory Requirements.

7.5 We will at all times hold

7.5.1 a valid employer and public liability insurance policy for death or injury to people and damage to property.

7.5.2 'All risk' insurance to cover both us and you for the full costs of damage to the work and to unfixed Equipment which are on the premises before being installed on at the Site.

7.5.3 We will also hold and keep up to date any and all licences or permits as may be required in order to provide the Contract Works.

8. Your Obligations

8.1 You shall provide sufficient access to the Site; and

8.2 Provide uninterrupted continuous working for us to perform our obligations under this Contract and shall in no way hinder or prevent us, whether by act or omission, from performing such obligations.

8.3 Where you require special safety precautions when we 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 you.

8.4 If installation is prevented, delayed, impeded or otherwise rendered more expensive by any act or omission by you (including but not limited to Others employed by you or any other third party to which you are responsible) including failure to advise us of special local conditions, you shall pay such extra charges as we shall reasonably require. Any alteration by you to the Contract Works may also involve adjustment to the price. Such work shall be carried out only against written instructions given to us by you.

8.5 Where we provide any labour at the Site, or on the Site of Others on behalf of the Client, you shall indemnify us against the consequences of any defect or suitability of any tackle or apparatus provided by you 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 We or its servants or agents.

8.6 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local

authorities or similar, you are responsible for obtaining them and you confirm and promise that you have applied for and obtained all such consents, licences or other permissions before we contract with you for the Services.

8.7 Prior to commencement of the Contract Works, you will inform your insurance provider that works are to

take place at the Site.

8.8 You may either give us a set of keys to the Property or be present at the Agreed Times to give us access. We promise that all keys will be kept safely and securely by us.

8.8 You must give us at least 48 hours' notice if you do not require us to provide the Services on a particular day or at a particular time. We will not invoice you for cancelled Visits provided such notice is given. If less than 24 Hours notice is given we will invoice you at our normal Hourly Rate set out in the proposal for the length of time we would have attended for that cancelled Visit.

9. Our obligations

9.1 We shall carry out and complete the Contract Works in accordance with the Contract Documents, with due diligence and in a good and workmanlike manner.

9.2 Where design of the works, whether in part or in whole, is an express requirement of the Contract, we shall use reasonable skill, care and diligence to complete the design of the System(s) including the selection of any specifications of Equipment.

9.3 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. We, at our sole discretion, reserve 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, we are not a member of 'Secured by Design' scheme.

9.4 We shall not be responsible for verifying the adequacy of any design or information contained in any document or drawing supplied by you or Others to us as part of this Contract.

9.5 We shall provide Equipment for the System(s) of the standard stated in the Contract Documents.

9.6 We 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 28 of this Contract which you shall provide free of charge to us.

9.7 We shall only install Equipment supplied / purchased by us. No Equipment will be installed by us which has been issued by you.

9.8 We may subcontract any of the Contract Works.

9.9 We 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 you.

9.10 Unless expressly stated within the Contract Documents, we have no maintenance obligations under this Contract. Any defect discovered by you will be rectified in accordance with clause 15 of this Contract. In the event that maintenance is expressly stated to be provided by us within the Contract Documents over a specific term, please refer to clauses 29, 30, 31 and 32 of this agreement.

10. Commencement and completion

- 10.1 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. We 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 19 of this agreement.
- 10.2 At the point when installation of the System(s) has been completed, you 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 us ("**Contractor's Practical Completion**") which will be issued in writing to you. In the event that you do not provide a witness, the System(s) will be commissioned and if found to be satisfactory by us, a certificate to that effect will be issued in writing to you which will signify that Contractor's Practical Completion has been achieved. Installation is taken to be complete if either the System(s) have been used by you or have been commissioned, notwithstanding minor omissions or defects which do not materially affect such use.
- 10.3 In the event that we are unable to fully commission the system(s) within the number of visits as defined by clause 10.4, through no fault, act or omission on its part, we will commission the System(s) as far as reasonably practical. We will notify you in writing of the System(s), whether in whole or in part, that have not been commissioned.
- 10.4 Unless stated elsewhere in the Contract, we have included for two visits to Site. Should additional visits to Site be required through no fault, act or omission by us, we shall be entitled to recover additional mobilisation costs in the amount of £500.00 + VAT per operative per each additional visit to the Site.

11. Your instructions

- 11.1 You may issue written instructions which we shall carry out within a reasonable period, taking into account the availability of materials, labour and other resources necessary to comply with your instructions. We shall only be obliged to follow your instructions where the price has been agreed in accordance with clause 6 and which are issued between the date of our Quotation up until the date of Practical Completion.
- 11.2 We shall be entitled to additional payment in respect of your instructions.
- 11.3 If delivery of the Equipment is delayed due to your failure or your default, we shall be entitled to arrange for storage of the Equipment on your behalf and all reasonable charges for storage, transport, loading and unloading, insurance and demurrage will be payable by you.

12 Variations and claims

- 12.1 Where you wish to instruct a variation to the Contract Works, then you shall request a quotation from us. We shall price the additional works and, only when the price has been agreed, you shall issue a written instruction to us to proceed with the works and confirm the agreed price. We reserve the right to refuse to complete any additional works instructed by you until the price for the varied works has been agreed.
- 12.2 We shall, in addition, be paid any direct loss and/or expense incurred by us due to the regular progress of the Contract Works being affected by compliance with any Variation or for any other reasons beyond our control including but not limited to Force Majeure.
- 12.3 If you fail to provide any items of attendance, including but not limited to those included within clause 26 of these Conditions, We may at our discretion and at our sole option provide the items required and charge the cost incurred plus 20% to you.

- 12.4 We reserve the right to price any additional works using daywork rates. In the event that any additional works are priced using daywork rates at the prevailing rates.

13. Complaints and Feedback

- 13.1 We always welcome feedback from our Clients and, while we always use all reasonable endeavours to ensure that your experience as a Client of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.
- 13.2 All complaints are handled in accordance with our complaints handling policy and procedure, available from our website.
- 13.3 If you wish to complain about any aspect of your dealings with us, please contact us in one of the following ways:
 - 13.3.1 In writing, addressed to David Barnes (Managing Director) Black Box Security Alarm Systems Limited, 1A Chorley North Industrial Park, Drumhead Road, Chorley, Lancashire, PR6 7BX.
 - 13.3.2 By email, addressed to david.barnes@blackboxsecurity.co.uk
 - 13.3.3 Using our complaints form, following the instructions included with the form
 - 13.3.4 By contacting us by telephone on 01772 421129

13.4 Settlement of disputes

- 13.4.1 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.
- 13.4.2 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.
- 13.4.3 If a dispute or difference arises under this Contract which falls outside that as defined by 13.4.1, 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.

14 Problems with the Services, Guarantee, and Your Consumer Rights

- 14.1 In addition to any statutory rights which you may have, we guarantee that the work we carry out, and the Equipment that we supply as part of the Contract Works will be free from material defects for a guarantee period of 12 months following completion of the Contract Works.
- 14.2 We always use reasonable efforts to ensure that our provision of the Equipment and Contract Works are trouble-free. If, however, there is a problem with the Contract Works we request that you inform us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Contract Works as quickly as is reasonably possible and practical.
- 14.3 We will not charge you for remedying problems under this Clause 14 where the problems have been caused by us or where nobody is at fault. If we determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, we may charge you for remedial work. If we determine that a problem has been caused by Others, we will not carry out any remedial work and instead will inform you of the problem which you may then follow up with

- the Other party in question.
- 14.4 As a consumer, you have certain legal rights with respect to the purchase of products or services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.
- 14.5 If we do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price.
- 14.6 If the Services are not performed in line with information that we have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if our breach concerns information about us that does not relate to the performance of the Services), you have the right to a reduction in price.
- 14.7 If for any reason we are required to repeat the Services in accordance with your legal rights, we will not charge you for the same and we will bear any and all costs of such repeat performance.
- 14.8 In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 days starting on the date on which we agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Services, you also have remedies if we use materials that are faulty or incorrectly described.
- 15. Faulty, damaged or incorrect Equipment**
- 15.1 We shall only be liable to make good any defects in the Contract Works which stem from our faulty selection of unsuitable or inadequate materials or from faulty materials or bad workmanship. If this is proved to be the case, then we undertake, at our discretion, either to replace or repair the Equipment or any part or parts thereof. Provided that:
- 15.1.1 notification of the defect in writing with full details thereof being received by us within 7 days of the discovery of the defect. Such notice must be delivered in accordance with clause 26;
- 15.1.2 we are permitted to witness the defective Equipment in their original installed state;
- 15.1.3 we receive notification of any defect in writing within 12 calendar months from the date of Contractor's Practical Completion per clause 10.2;
- 15.1.4 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 we prepared our Quotation;
- 15.1.5 in the case of Equipment supplied and fixed but not manufactured by us, the extent of our liability in respect thereof shall not exceed the extent of the supplier's or the manufacturer's liability us;
- 15.1.6 we shall not be liable to make good any defects in the Contract Works which arise from the operation of the same by you, your servants or agents before the date of Contractor's Practical Completion per clause 10.2 nor shall we be liable for any loss or damage arising directly or indirectly as a consequence of such operation;
- 15.1.7 we are 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 us or any use of the Equipment with any part or parts which do not comply with our specifications;
- 15.1.8 we are not liable if the Equipment or System(s) have been modified by you or Others; and
- 15.1.9 we are not liable if the defect or failure is caused by wear and tear.
- 15.2 We 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 we would be liable under this clause.
- 15.3 Save as is provided by this clause, we 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 our negligence or by our servants or agents.
- 15.4 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 15.1.4 above.
- 15.5 We will require a reasonable period of time to carry out any repairs or replacements.
- 15.6 We shall be entitled to recover all costs incurred as a result of attending the Site to rectify a defect for which we are not liable for under the Contract, regardless of whether:
- 15.5.1 liability under the Contract was apparent at the time of notification; or
- 15.6.2 any works are undertaken by us.
- 16. Changing the Start Date**
- 16.1 If you ask us to change the Start Date:
- 16.1.1 We will where reasonably possible agree a revised Start Date with you;
- 16.1.2 If it is not possible to agree a revised Start Date either you or we may terminate the Agreement (see Clause 19).
- 16.2 If we ask you to change the Start Date, you may either:
- 16.2.1 agree a revised Start Date with us; or
- 16.2.2 terminate the Agreement (see Clause 19).
- 17. Cancellation of Contract During the Cooling Off Period**
- 17.1 Where the Agreement is not made on our Premises, you have a statutory right to a "cooling off" period. This period begins once the contract between you and us (i.e. the Agreement) has been made, and it ends:
- 17.1.1 in relation to Products, 14 days after the Products have been delivered. If the Products are delivered in instalments, the 14 day period begins on the day that You receive the final instalment;
- 17.1.2 in relation to Services, at the end of 14 days after the date on which the Agreement was made.
- This right will not apply to Personalised Equipment or Inseparably Mixed Equipment.
- 17.2 If you wish to cancel the Agreement within the cooling off period you should inform us immediately by a clear statement (e.g. a letter sent by post or email to the postal address or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but you do not have to.

- 17.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 17.4 If you exercise the right to cancel you will receive a full refund of any amount paid to the us in respect of the Agreement
- 17.5 We will refund money using the same method used to make the payment unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
- 17.6 We will process the refund due to you as a result of a cancellation of Services without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation
- 17.7 If you exercise the right to cancel in relation to Products:
 - 17.7.1 We will issue a refund within 14 days and in any event no later than 14 days after we receive the returned Products and the refund will include standard delivery charges;
 - 17.7.2 You must return the Products to us within 14 days of the day on which you inform us that you wish to return the Products. You must pay return shipment costs if Products are returned under this Clause 17;
 - 17.7.3 We may make a deduction from the refund for loss in value of any Products supplied if the loss is the result of unnecessary handling by you.
- 17.8 If the Start Date falls within the cooling off period you must make an express request for provision of the Services to begin within the 14 day cooling off period. This request forms a normal part of the ordering process. By making such a request, you acknowledge and agree to the following:
 - 17.8.1 If the Services are completed within the 14 day cooling off period, you will lose the right to cancel once the Services are completed;
 - 17.8.2 If you cancel the Agreement after provision of the Services has begun you will be required to pay for the Services supplied up until the point at which you inform us of your wish to cancel;
 - 17.8.3 The amount due will be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services will be refunded subject to deductions calculated on this basis 14 days.
 - 17.8.4 We will process any refund within and in any event no later than 14 days after you inform us of your wish to cancel.
- 17.9 Clauses 18 and 19 apply to termination of the Agreement after the 14 day cooling off period has elapsed.

18. Cancellation Before the Start Date

- 18.1 In addition to your rights in Clause 17 relating to the cooling off period, you may terminate the Agreement (i.e. cancel the Services) at any time before the Start Date as follows:
 - 18.1.1 If you cancel the Services more than 28 days before the Start Date we will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 14 days of cancellation.
 - 18.1.2 If you cancel the Services less than 28 days before the Start Date we will retain from the Deposit a sum to cover any net financial loss that we suffer due to the cancellation. We will refund the balance of the Deposit to you as soon as is reasonably possible, and in any event within 14 days of cancellation. If our net financial loss is more than the amount of the Deposit, We will invoice you for the shortfall and you will be required to make payment in accordance with Clause 6.

- 18.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of our reasonable control. If such cancellation is necessary, we will inform you as soon as is reasonably possible. We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 14 days of termination.

19. Termination

- 19.1 You may terminate the Agreement with immediate effect by giving us written notice if:
 - 19.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 14 days of you asking us in writing to do so;
 - 19.1.2 We enter into liquidation or have an administrator or receiver appointed over our assets;
 - 19.1.3 You and we have been unable to agree a revised Start Date under Clause 16 or you elect to terminate the Agreement under Clause 19.2;
 - 19.1.4 We are unable to provide the Services due to an event outside of our control (see Clause 21).
- 19.2 We may terminate the Agreement with immediate effect by giving you written notice if:
 - 19.2.1 You fail to make a payment on time as required under Clause 6 (this does not affect our right to charge interest on overdue sums under sub-Clause 6.6); and/or you do not correct the matter within 7 days of receiving a warning in writing from us. The contract will when the written notice is given.
 - 19.2.2 You prevent us or obstruct us from carrying out the Contract Works
 - 19.2.3 You have breached the Agreement in any material way and have failed to remedy that breach within 14 days of us asking you in writing to do so; or
 - 19.2.4 You and we have been unable to agree a revised Start Date under Clause 16;
 - 19.2.5 We have been unable to provide the Services for more than 4 weeks due to an event outside of our control (see Clause 21).
- 19.3 For the purposes of this Clause 19, a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 19.4 If at the termination date:
 - 19.4.1 You have made any payment to us for any Services we have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 days of the termination notice;
 - 19.4.2 We have provided Services and Equipment, including Equipment left at Site which we allow you to retain; and Equipment made especially for you that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, we will invoice you for those sums and you will be required to make payment in accordance with Clause 6.

20. Effects of Termination

- 20.1 If the Agreement is terminated for any reason, any clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

20.2 Termination will not remove or reduce any right to damages or other remedy which either you or we may have in respect of any breach of the Agreement which exist at or before the date of termination.

21. Events Outside of Our Control (Force Majeure)

21.1 We will not be liable for any failure or delay in performing our obligations under the Agreement where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.

21.1.1 If any event described under this Clause 21 occurs that is likely to adversely affect our performance of any of our obligations under the Agreement:

21.1.2 We will inform you as soon as is reasonably possible;

21.1.3 Our obligations under the Agreement will be suspended and any time limits that we are bound by will be extended accordingly;

21.1.4 We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Services as necessary;

21.1.5 You or we may terminate the Agreement (see Clause 15).

22. Liability and Consumer Rights

22.1 We will maintain suitable and valid insurance including public liability insurance.

22.2 Subject to the following provisions of this Clause 21, we will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of the Agreement or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

22.3 If we cause any damage to the Property, we will make good that damage at no additional cost to you. We are not responsible for any pre-existing faults or damage in or to your Property that we may discover while providing the Services.

22.4 We provide Services for domestic and private purposes only. We make no warranty or representation that any Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

22.5 Whilst we aim to provide the Services to you according to the timetable specified in the Agreement, dates and timeframes for delivery for Products and carrying out the Services are provided for guidance only and we do not guarantee that the Services will be performed or completed by or within those or any other dates or timeframes. For the purposes of the Agreement, time shall not be of the essence and we will not be liable for any loss or damage you suffer as a result of the delivery of any of the Services being delayed or postponed for any reason.

22.6 We will not be liable for any loss or damage you suffer which results from your failure to follow any reasonable instructions given by us save as provided by clause 22.7 below, our 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.

22.7 Nothing in the Agreement is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

22.8 As a "consumer" as defined by the Consumer Rights Act 2015, or as a consumer for the purposes of any other consumer protection legislation, nothing in the Agreement is intended to or will exclude, limit, prejudice, or otherwise affect any of our duties or obligations to you, or your rights or remedies, or our liability to you, under:

- 22.8.1 the Consumer Rights Act 2015;
- 22.8.2 the Regulations;
- 22.8.3 the Consumer Protection Act 1987; or
- 22.8.4 any other consumer protection legislation as that legislation is amended from time to time.

For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standard Office.

23. How We Use Your Personal Information (Data Protection)

23.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Legislation and your rights under that Data Protection Legislation.

23.2 We may use your personal information to:

- 23.2.1 provide the Contract Works to you;
- 23.2.2 process your payment for the Contract Works;
- 23.2.3 inform you of new products and services available from us. You may request that we stop sending you this information at any time.

23.3 In certain circumstances (if, for example, you wish to pay for the Services on credit), and with your consent, we may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation and should use and hold your personal information accordingly.

23.4 We will not pass on your personal information to any other third parties.

24. Other Important Terms

24.1 We may transfer (assign) our obligations and rights under the Agreement to a third party (this may happen, for example, if we sell our business). If this occurs we will inform you in writing. Your rights under the Agreement will not be affected and our obligations under the Agreement will be transferred to the third party who will remain bound by them.

24.2 You may not transfer (assign) your obligations and rights under the Agreement without our express written permission (such permission not to be unreasonably withheld).

24.3 The Agreement is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.

24.4 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question will not be affected.

24.5 No failure or delay by us or you in exercising any rights under the Agreement means that we or you have waived that right, and no waiver by us or you of a breach of any provision of the Agreement means that we or you will waive any subsequent breach of the same or any other provision.

24.6 **Reckoning periods of days** 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.

24.7 **Building Information Modelling (BIM)**

- 24.7.1 Unless expressly stated in the Contract, any design, integration, re-formatting or use of BIM models or software is specifically excluded, whether issued by you or Others.
- 24.7.2 In the event that we are required by you or Others to utilise and / or design in any BIM format, we shall be entitled to recover all costs associated with complying with this request as if it was a variation to the Contract under clause 12. 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.

25. **Regulations and Information**

25.1 We are required by the Regulations to ensure that certain information is given or made available to you as a Consumer before we make our contract with you (i.e. before you have both signed the Agreement and accepted the Quotation) except where that information is already apparent from the context of the transaction. We have included the information itself either in the Agreement or Quotation for you to see now, or we will make it available to you before we and you sign the Agreement and accept the Quotation. All of that information will, as required by the Regulations, be part of the terms of our contract with you as a Consumer.

25.2 As required by the Regulations:

- 25.2.1 all of the information described in sub-Clause 25.1 ; and
- 25.2.2 any other information which we give to you about any Services or us or our business which you take into account when deciding to sign the Agreement and accept a Quotation or when making any other decision about Services, will be part of the terms of our contract with you as a Consumer.

26. **Giving or service of notices and other documents**

- 26.1 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 26.5.
- 26.2 Valid email addresses to which notices or other documents can be sent are those notified by the parties to each other.
- 26.3 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.
- 26.4 Documents attached to emails must be in Microsoft Word, Excel, Portable Document Format (PDF) or as specified in our Order Acknowledgement. All drawings issued electronically (by email or otherwise) by you 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.

26.5 Notices which must be sent by Recorded Signed For or Special Delivery are:

- (a) Notice of termination per clause 19.

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.

27. **Law and Jurisdiction**

- 27.1 These Terms and Conditions, the Contract, and the relationship between you and us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 27.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 27.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 27.3 Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, the Contract, or the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

28. **Facilities, Services & Attendances** - Unless shown below as being provided by us, all such items are to be provided by you at his cost.

Item	You to provide	We 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 we are 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

29. Maintenance

29.1 In the event that Maintenance of the Systems is expressly stated as included by us in the Contract Documents, the following conditions will apply in conjunction with clauses 1 to 28, in particular clauses 22 limitation of liability.

30. Preventative Maintenance

30.1 We will attend the Site where the System(s) have been permanently installed to carry out Preventative Maintenance.

30.2 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.

30.3 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 us or the standard applicable at the time of original commissioning.

30.4 The cost of the Preventative Maintenance carried out by us is included within the annual maintenance charge expressly stated in the Contract Documents which is paid annually in advance by you in accordance with clause 6 of these conditions.

30.5 We reserve the right to increase the annual maintenance charges at any time without notice to you to include for increases in any third-party cost increase(s) which may be incurred by us over the maintenance / contract period.

30.6 In the event that we identify 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 us or otherwise) or to include additional Site requirements; all labour, plant and material costs incurred by us to carry out these remedial works shall be charged to you in addition to the annual maintenance charge stated in clause 30.4.

30.7 We 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 you not be able to allow us to carry out Preventative Maintenance during normal business hours, we shall be entitled to recover all reasonable additional costs incurred.

30.8 Payment for remedial works carried out by us and / or carrying out Preventative Maintenance outside of normal business hours shall be in accordance with clause 6 of these conditions.

31. Corrective Maintenance

31.1 We will attend the Site where the System(s) have been permanently installed in response to a request from you or Others to carry out Corrective Maintenance.

31.2 Corrective Maintenance means the investigation and repair of faults reported by you or Others including false alarms from the any of the System(s) listed to be maintained within the Contract Documents.

31.3 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 us or the standard applicable at the time of original commissioning.

31.4 All costs incurred by us in responding to and / or carrying out Corrective Maintenance reported by you shall be charged to you in addition to the annual maintenance charge stated in clause 30.4.

31.5 All reports / notifications for Corrective Maintenance / additional works should be notified and carried out in accordance with clause 12 of these conditions.

31.6 In the event that a verbal instruction for Corrective Maintenance / additional works is given to us by you or Others, we shall carry out the works as if a formal written instruction had been issued by you in accordance with clause 12 of these conditions, with all costs incurred by us as a result of complying with this verbal instruction chargeable to you.

31.7 We 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 you not be able to allow us to carry out Preventative Maintenance during normal business hours, we shall be entitled to recover all additional

31.8 Payment for Corrective Maintenance shall be in accordance with clause 6 of these conditions.

32. Maintenance Term and Cancellation - Your attention is specifically drawn to this clause reasonable costs incurred.

32.1 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 10.2) of the Contract Works or the date of contract acceptance in writing by you.

32.2 Upon expiry of the fixed 3-year term, the maintenance contract shall automatically renew for a further 12 months unless you or we notify 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.

32.3 Each party has the right to terminate the contract in the event of the other's insolvency or default in accordance with clause 19.

32.4 In the event of cancellation by you following written agreement by us, you will be liable to us to pay the remaining term of the Maintenance Contract including any automatic renewal should notification not be provided in accordance with clause 32.2. The due date for payment of cancellation fees shall be the date of the invoice and the final date for payment shall be 30 days after the date of invoice.