

MAX SECURITY SYSTEMS LIMITED – GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In these terms and conditions, which shall apply to all Client Agreements, the following words and phrases shall have the following meanings:-

1.1.1 "Confidential Information" means information passing between the parties which has been disclosed to or otherwise obtained by one party from the other, which has been expressed to be confidential or which would appear to a reasonable person to be confidential;

1.1.2 "Client Agreement" means the contract for the sale of the System and/or the provision of the Services, comprising in each case the relevant Cover Sheet and these terms and conditions;

1.1.3 "Commencement Date" means the date of commencement specified as such in the Cover Sheet;

1.1.4 "Cover Sheet" means the document attached to these terms and conditions or referring to these terms and conditions in which we specify the Equipment and/or Signalling Equipment and/or Services to be provided to you;

1.1.5 "Equipment" means the equipment (or any of it) which we are to supply to you in accordance with these terms and conditions and which is specifically set out in the Cover Sheet, but excluding the Signalling Equipment;

1.1.6 "Price" means the price for the sale of the System to you and the provision of the Services to you, as set out in the Cover Sheet;

1.1.7 "Data Protection Laws" means all laws in any relevant jurisdiction that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individual including, without limitation, the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and (from 25 May 2018) the GDPR, and any other laws in force from time to time which implement the GDPR, and all applicable formal and informal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of any Regulatory Authority, and the equivalent in any other relevant jurisdictions, all as amended or replaced from time to time.

1.1.8 "Retention Period" means the period (if any) specified by the Customer for which particular, Personal Data should be retained by NVT before being destroyed or returned to the Customer.

1.1.9 "Retention Purpose" means the reason(s) why particular Personal Data processed by NVT on behalf of the Customer should be retained by NVT for the Retention Period.

1.1.10 "Services" means the installation services and/or the maintenance services set out in the Cover Sheet which we are to provide to you in relation to the System and in accordance with these terms and conditions;

1.1.11 "Site" means the property at which the System is to be installed;

1.1.12 "System" means the integrated security system comprising the Equipment and/or the Signalling Equipment (as appropriate);

1.1.13 "we" or "us" means Max Security Systems Limited, a company incorporated in Scotland (company number SC339064) and having its registered office at 4 Ferneze Crescent, Hamilton, ML3 9TP; and

1.1.14 "Snagging" means minor issues related to the installation of the Equipment carried out by us, for example cosmetic damage to the structure including scrapes, scratches and wear and tear sustained during installation.

1.1.15 "you" or "Client" means the person described as such in the relevant Cover Sheet.

1.2 Any reference in these terms and conditions to "writing" includes a reference to fax or email.

1.3 References to persons shall include individuals, partnerships, bodies corporate, unincorporated associations, trusts and any other form of legal entity.

1.4 The headings in these general terms and conditions are for convenience only and shall not affect its interpretation.

1.5 These terms and conditions apply equally to domestic householder (i.e., non-business) clients and to commercial (i.e., business) clients, save where expressly set out in these terms and conditions.

2. BASIS OF SUPPLY

2.1 We shall supply and you shall purchase the System and/or Services for the Price, subject to the terms of the Client Agreement, which shall be to the exclusion of all previous agreements and understandings between us and you in respect of the supply of the System and/or Services. Any variation to the Client Agreement must be agreed in writing between us and you. If you wish to vary the System and/or the Services you may request such variation in writing and we will use reasonable endeavours to accommodate such variation (subject to agreement of any cost implications) but shall not be liable to you if we cannot accommodate such variation for any reason.

2.2 You shall be responsible for ensuring that the System is suitable for your requirements and for giving us any necessary information relating to your proposed use of the System.

2.3 The quantity, quality and description of any specification for the System and/or Services shall be those set out in the Cover Sheet.

2.4 We reserve the right to make any changes to the System and/or Services which are required to conform with any applicable statutory or safety requirements or which do not materially affect the quality or performance of the System and/or Services.

2.5 The Client Agreement cannot be cancelled by you except in accordance with its terms or with our prior written agreement and on terms that you indemnify us (on demand) in full against all loss (including loss of profit), costs (including costs of all labour and materials used and/or System(s) ordered), damages, charges, and expenses incurred by us as a result of cancellation.

3. DELIVERY OF THE SYSTEM

3.1 The System will be delivered to the Site once the Site is deemed suitable (by us alone in our sole discretion) to receive the System.

3.2 Any dates quoted for delivery of the System are approximate only and we shall not be liable to you for any delay in delivery of the System howsoever caused. Time for delivery shall not be of the essence of the Client Agreement.

3.3 If you fail to take delivery of the System or the Site is deemed by us not suitable to receive the System when they are ready for delivery then, without prejudice to any other right or remedy available to us, we may either: (i) cancel the Client Agreement with immediate effect, in which case you shall indemnify us (on demand) in full against all loss (including loss of profit), costs (including costs of all labour and materials used and/or System(s) ordered), damages, charges, and expenses incurred by us as a result of cancellation; or (ii) store the System until actual delivery and charge you for the reasonable costs of storage (it will be your responsibility to insure the System in this circumstance).

3.4 We reserve the right to use subcontractors or agents and/or to assign any and/or all of our rights and obligations under the Client Agreement to a third party.

4. INSTALLATION SERVICES

4.1 We shall provide the installation services as and when we consider (at our sole discretion) the Site to be in a suitable state and condition for the installation of the System, including without limitation adequate cooperation from the local police and fire authorities (an "Installation State").

4.2 Except where we agree otherwise, the installation services will be carried out during normal working hours Monday to Friday (excluding public holidays). Our normal working hours are 9am to 5pm.

4.3 We shall exercise reasonable skill, care and diligence in the performance of the installation services subject to Snagging).

4.4 The installation services provided by us do not include any electrical, structural or environmental works in order to put the Site into a condition suitable for delivery of the System or to put the Site into an Installation State.

4.5 We will provide you with room specific electrical and environmental specifications which you can provide to your electrical and mechanical contractors to put the Site into an Installation State.

4.6 On completion of the installation services we shall provide you with a certificate confirming that such services have been provided to our reasonable satisfaction. Any objections to our certificate should be addressed to us in writing within 7 days, failing which you shall be deemed to have accepted the installation services and the System.

4.7 Unless otherwise agreed, we cannot be held responsible for any costs incurred by you in relation to laying, relaying or cleaning carpets, redecorating, concealing cables, plastering, building works or carpentry work after the installation of the System.

5. MAINTENANCE SERVICES

5.1 Where you have acquired maintenance services (as set out in the Cover Sheet), we will for the duration of the Client Agreement and in consideration of the relevant portion of the Price:

5.1.1 use reasonable endeavours to provide the maintenance services on a 24 hours a day, 7 days a week, 365 days a year basis (as per SSIBA guidelines);

5.1.2 be responsible for maintaining the System and attempting to remedy any defect in the operation of the System; and

5.1.3 endeavour to achieve a response time of 4 hours (time not being of the essence);

PROVIDED THAT we shall not be required to provide maintenance, services or shall (at our sole discretion) be entitled to provide maintenance services only on payment of such additional fee as we may agree with you where a defect has arisen, or maintenance is required as a result of you or a third party altering, modifying or in any other way tampering with the System.

5.3 Where you have not acquired maintenance services from us in relation to the System, we may (subject to availability) provide maintenance services on a call-off basis at a rate of £40 per hour (plus VAT and outlays, including parts). Such call-off maintenance services will be generally available between 9am and 5pm, Monday to Friday (excluding public holidays).

5.4 Where the Client has failed to keep up payments for maintenance services (including failure to make payment for subscription services), we are entitled to request the remainder of the contract price including any arrears outstanding to be paid prior to the work commencing.

6. PRICE

6.1 The Price payable by you to us in respect of the System and/or Services shall be the Price.

6.2 The Price excludes any applicable value added tax and other applicable sales taxes, which you shall also be liable to pay to us.

7. PAYMENT

7.1 Subject to any special terms (which we may agree with you in writing in the Cover Sheet or otherwise) payment by you to us will be made within 30 days of the date of each invoice issued by us to you in relation to the Price. For domestic householder clients, the Price must be paid in full by the completion of the installation of the System at the Site.

7.2 Time of payment shall be of the essence of the Client Agreement. You shall not be entitled to set off or withhold any payment for any reason whatsoever.

7.3 If you fail to make payment within the period specified in clause 7.1 then, without prejudice to any other right or remedy available to us, we shall be entitled to: -

7.3.1 suspend any further deliveries of the System to you and/or suspend performance of the Services; and/or

7.3.2 cancel the Client Agreement; and/or

7.3.3 charge you interest on the amount unpaid, at the rate of 4 per cent per annum above the Royal Bank of Scotland plc base rate from time to time, until payment is made; and/or

7.3.4 require you to pay 6 months' fees in advance, as security for your ongoing observance of the terms of the Client Agreement.

7.4 Where payment is made by means of cheque we shall be deemed not to have received payment until such cheque has been honoured on first presentation.

7.5 If you are late in making a payment under the Client Agreement for 2 consecutive months or more, we reserve the right to factor your Client Agreement with a reputable factoring agency and you shall reimburse us on demand for all costs, expenses and losses associated therewith (including lost profit).

8. SUBSCRIPTION SERVICES (maintenance services)

8.1 With regard to payments agreed through our Subscription Services, all payments are to be made on the 1st of the month and every month thereafter for the duration of the Subscription Services (12 months) as set out in the cover sheet. The first payment shall be paid in advance of Service commencement.

8.2 Without prejudice to the foregoing, all charges for Subscription Services are non-refundable in the event of early cancellation by the Client.

8.3 One month's notice is required to terminate Subscription Services.

8.4 Subscription Services will only cover services originally agreed at the time of contract more fully described in the cover sheet.

8.5 In the event the Client fails to make payment, we reserve the right to charge an admin fee of £20.00 (twenty pounds) to set up the subscription service.

8.6 In the event the Clients continuously fails to make payment (more than once), we reserve the right to request the reminder of the contract price as stated on the cover sheet.

9 RISK AND PROPERTY IN THE SYSTEM

9.1 Risk of damage to or loss of the System shall pass to you at the time we deliver the System to the Site or pass the System to an agent for delivery to you at the Site.

9.2 Notwithstanding delivery and the passing of risk in the System, or any other provision of these terms and conditions: (i) the property in the Equipment shall not pass to you until such time as we have received in cash or in cleared funds payment in full of the Price.; and (ii) the Signalling Equipment shall at all times remain our property and shall be supplied to you on a rental-only basis.

9.3 Until such time as property in the System passes to you, you shall hold the System in trust for us and shall keep the System separate from your own goods and those of third parties and properly stored, protected and insured and identified as our property.

9.4 Until such time as the property in the System passes to you, we shall be entitled at any time to require you to deliver up the System to us and, if you fail to do so immediately, to enter upon any premises of yours (including the Site) or those of any third party where the System is stored and repossess the System.

9.5 You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the System which remain our property. If you do so in relation to the Equipment, all moneys owing by you to us shall (without prejudice to any of our other rights or remedies) immediately become due and payable.

10. INTELLECTUAL PROPERTY AND SOFTWARE

10.1 We shall retain all right, title and interest in all intellectual property rights created, whether alone or jointly, by us in connection with the System.

10.2 Nothing in this Agreement shall be taken to prevent us from using any expertise acquired or developed during the performance of the Client Agreement in the provision of services to other parties.

11. YOUR OBLIGATIONS

11.1 From the Commencement Date you shall ensure that: -

11.1.1 we are given full, free and unrestricted access to the Site to the extent necessary for us to properly and timeously perform the Client Agreement;

11.1.2 we will be consulted on any aspect of the Site's development which may impact on the System;

11.1.3 your other agents and contractors give such assistance as shall reasonably be required by us in performing the Services;

11.1.4 your decisions, instructions, consents or approvals on or to all matters relating to the Services shall be given in such reasonable time so as not to delay performance by us of the Services;

11.1.5 you supply to us, without charge and in such time so as not to delay or disrupt performance

by us of the Services, all necessary and relevant data and information in your possession, or other contractors, advisors or agents possession;

11.1.6 all other contractors working on the Site are provided with our room specific electrical and environmental specifications and timeously implement those specifications (and for the avoidance of doubt we shall not be deemed to be in breach of the Client Agreement for any failure of those contractors to perform); and

11.1.7 all other contractors or workers who will be working on the Site will consult with us (prior to any order) as to the suitability of any equipment (including without limitation any lighting, security, CCTV, entry systems, HVAC, visual, audio and motorised blinds and curtains) that you may wish to be controlled by the System so that we can ensure that it is compatible.

11.2 You will indemnify us against liability for any claim for injury, death, loss or damage wholly, partly, directly or indirectly arising out of or resulting from or associated in any way with asbestos or any product or waste that contains asbestos in excess of the amount, if any, recoverable by us by way of indemnity against the claim in question under professional indemnity insurance taken out by us and in force at the time that the claim is or are reported to the insurers in question.

12. WARRANTIES, LIMITATIONS AND LIABILITY

12.1 The System supplied by us includes a 12 months manufacturer's warranty (excluding only the alarm battery, which is not guaranteed) which commences on the day on which the System is delivered to us. We hereby as at the installation date assign the remaining period of the manufacturer's warranty to you and, to the extent that we cannot assign the manufacturer's warranty to you for any particular item, we will hold it in trust for your benefit. Such warranty shall be invalidated if you or a third-party tamper with or work on the System in any way.

12.2 For the avoidance of doubt we shall not be responsible nor liable for any compatibility issues relating to any equipment not supplied by us where we were not consulted in accordance with clause 10.1.7 or where we were consulted but our advice was not heeded and acted upon.

12.3 All illustrations, descriptions or specifications which appear in any documents submitted by us to you are for illustrative purposes only. We reserve the right to amend any such illustrations, descriptions or specifications as we consider necessary or appropriate without notice to you. The System is designed to reduce the risk of loss or damage to property and we do not guarantee that such loss or damage will not occur. We do not guarantee that the System cannot be removed, tampered with or damaged to stop the System working correctly.

12.4 Subject as expressly provided in these terms and conditions, and except where you are dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.5 Except in respect of death or personal injury caused by our negligence, we shall not be liable to you by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Client Agreement, for any consequential loss or damage (whether for loss or profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, that of our employees or agents or otherwise) which arise out of or in connection with the supply of the System or its use, except as expressly provided in the terms and conditions.

12.6 Notwithstanding anything to the contrary contained in the Client Agreement and without prejudice to any provision of the Client Agreement whereby liability is excluded or limited to a lesser amount, our liability under or in connection with the Client Agreement whether in contract or in delict, in negligence, for breach of statutory duty or otherwise for any claim or series of claims arising out of the same occurrence or series of occurrences "shall not exceed price", as per Client Agreement.

12.7 Further and notwithstanding anything to the contrary in the Contract and without prejudice to any provision herein whereby liability is excluded or limited

to a lesser amount, our liability under or in connection with the Client Agreement whether in contract or in delict, in negligence, for breach of statutory duty or otherwise for any claim shall not exceed the amount, if any, recoverable by us by way of indemnity against the claim in question under professional indemnity insurance taken out by us and in force at the time that the claim or (if earlier) circumstances that may give rise to the claim is or are reported to the insurers in question.

12.8 We shall not be liable to you or be deemed to be in breach of the Client Agreement by reason of delay in performing, or any failure to perform, any of our obligations in relation to the System and/or Services, if the delay or failure was beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

12.8.1 act of god, explosion, flood, tempest, fire or accident;

12.8.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

12.8.3 acts, restrictions, regulations, bye-laws, prohibitions or measures or any kind on the part of any governmental, parliamentary or local authority;

12.8.4 import or export regulations or embargoes;

12.8.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving our employees or of a third party); or

12.8.6 difficulties in obtaining the System, labour, fuel, parts or machinery.

11.9 With regards to the Clients failure to renew or failure to make payment to us with regards to maintenance services. We are not liable for any issues with the systems if payment has not been received by us. The Client will only access our maintenance service (Maxwell being the sole arbiter of this issue) if the payment including any arrears has been paid prior to any work commencing.

13. INSURANCES

13.1 We shall maintain professional indemnity insurance in an appropriate amount for any one occurrence or series of occurrences arising out of the Client Agreement, provided always that such insurance is available at commercially reasonable rates and subject to all exceptions, exclusions and limitations to the scope of that cover that are commonly included in such insurance at the time the insurance is taken out or renewed, as the case may be.

13.2 We shall maintain public liability insurance covering us and our employees provided always that such insurance is available at commercially reasonable rates.

13.3 Upon a reasonable request from you we will provide you with copy broker's certificates to show the insurance cover we maintain.

13.4 You will insure the Signalling Equipment against loss or damage for its full replacement value and will in any event take reasonable steps to ensure the Signalling Equipment is not lost or damaged.

14. TERM AND TERMINATION

14.1 Subject at all times to our rights to terminate the Client Agreement as set out in these terms and conditions, the Client Agreement (including any maintenance services specified in the relevant Cover Sheet) shall start on the Commencement Date and shall continue for an initial period of 12 months (the "Initial Term") and thereafter for automatically recurring periods of 12 months at a time (each a "Renewal Term"), unless and until terminated by either party giving the other at least 3 months' prior written notice of termination. If any notice of termination is given less than 3 months' before the expiry of the Initial Term or any Renewal Term, such notice shall be invalid.

14.2 We shall be entitled to terminate the Client Agreement (and/or suspend performance of any of our obligations thereunder), immediately upon giving notice to you in writing, in the event that:-

14.2.1 you make any voluntary arrangement with your creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation (other than for the purposes of amalgamation or reconstruction) or do anything similar or analogous to the foregoing in any jurisdiction other than Scotland; or

- 14.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of your property and/or assets or if any court order is made upon or against any of your property or anything similar or analogous to the foregoing occurs in any jurisdiction other than Scotland; or
- 14.2.3 (where you are a business) you cease, or threaten to cease, carrying on business; or
- 14.2.4 you make default in or commit any breach of your obligations to us under the Client Agreement.

14.3 In the event that we terminate the Client Agreement for any of the reasons set out above, all sums due to us or which may become due to us by you under the Client Agreement shall become immediately due and payable and you shall return to us such parts of the System (comprising at least the Signalling Equipment) that are not then owned by you. If you fail to do so immediately, we shall be entitled to enter upon any premises of yours (including the Site) or those of any third party where the System is stored and repossess the System. In relation to Equipment owned by you at the expiry of the Client Agreement, we retain the right to replace the bell box cover with a blank, unbranded cover.

15. CANCELLED BY YOU (CONSUMERS ONLY)

15.1 THE CUSTOMER HAS 14 DAYS FROM THE DATE OF THIS AGREEMENT OR FROM THE DATE OF THE CONFIRMATION ORDER (IF LATER) IN WHICH TO CANCEL THE AGREEMENT WITHOUT LIABILITY, HOWEVER SHOULD YOU REQUEST THAT WE COMMENCE THE SERVICE PRIOR TO THE END OF THE 14 DAY CANCELLATION PERIOD YOU WILL BE DEEMED TO HAVE AGREED TO WAIVE YOUR RIGHT TO CANCEL.

15.2 Once you have notified us that you are cancelling your Order, any sum debited to us from your credit card or paid by cheque will be re-credited to your account as soon as possible and in any event within 14 days of your Order, provided that the Products in question are returned by you and received by us in a reasonable condition. If you do not return the Products delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the Products from the amount to be re-credited to you.

16. DATA PROTECTION

16.1 The parties acknowledge that in performing the Services We may handle personal data in terms of the Data Protection Act 1998 ("the Act"). In processing, such personal data We is a data processor in terms of the Act and such processing is at the behest of and under the direction of the Client. The Client hereby acknowledges its obligations as a data controller in terms of the Act and warrants and represents to the Service Provider that it has discharged and shall discharge its obligations in terms thereof and the Client shall hold We harmless from any claims by any third party relating thereto.

16.2 Any personal data (as defined in the Act) provided by you to us shall at all times remain your property and we shall take all reasonable precautions to preserve the integrity of such Personal Data and to prevent any corruption or loss, damage or destruction of such Personal Data, PROVIDED THAT we reserve the right to disclose to the police, the fire authorities, any other relevant authority, our insurance company and any of their representatives details of the records kept by us.

16.3 For the purposes of this Agreement the terms of The Customer shall ensure that any Personal Data which it supplies or discloses (Data Processor) has been obtained fairly and lawfully and that it has obtained all necessary consents in relation to the processing of the Personal Data including any obligation it has as Data controller to notify its employees that their Personal Data may be processed outside of the European Economic Area.

16.4 Both parties shall observe all their obligations under the Data Protection Laws which arise out of or in connection with this Agreement, including but not limited to the provision or use of the Services. All words and expressions in this Clause 9 shall have the meaning set out in the Data Protection Laws.

16.5 The parties acknowledge that the Customer is the Data Controller and the Service Provider is the Data Processor in terms of this Agreement.

16.6 The Customer warrants to the Service Provider that all Personal Data provided to the Service Provider is relevant and limited to what is necessary for Processing for the purpose of delivering the Services ("the Purpose") and that the Customer has a legitimate basis for processing of the Personal Data provided to the Service Provider.

16.7 We acknowledges that, in the course of the provision of the Services it may have access to and may be required to process data comprising Personal Data for and on behalf of the Customer. It is the responsibility of the Customer to ensure that the Personal Data provided to We is adequate, relevant and limited to what is necessary for Processing for the purpose of delivering the Services ("the Purpose"). Any Personal Data provided to We which is deemed to be inadequate, not relevant or not necessary for the Purpose will be deleted and the Customer informed accordingly.

16.8 We shall only process such Personal Data in accordance with the instructions and authorisations of the Customer and solely as strictly necessary for the performance of its obligations under this Agreement.

16.9 We shall take appropriate technical and organisational security measures in respect of such Personal Data (including against the unauthorised or unlawful processing, access or disclosure of the Personal Data and against accidental loss or destruction of, or damage to the Personal Data).

16.10 Without prejudice to any other right or remedy We may have, We shall inform the Customer forthwith (and in any event within 24 hours of becoming aware of the event) in writing upon becoming aware of any unauthorised or unlawful processing of such Personal Data and/or accidental loss or destruction of, or damage to such Personal Data (a "Data Breach") or suspected Data Breach. In the event of a Data Breach arising from our failure to comply with the provisions of this Clause 10, We shall upon request:

16.10.1 provide such information relating to the event as the Customer may reasonably require; and

16.10.2 use all reasonable endeavours to take such corrective and other reasonable action as the Customer may require in relation to the event.

16.11 We agrees it will not transfer the whole or any part of such Personal Data outside the European Economic Area.

16.12 We shall promptly notify the Customer if:

16.12.1 it receives an access, modification or erasure request from a Data Subject in relation to such Personal Data; or

16.12.2 it receives any communication or notification from the Data Protection Commissioner or from any third party in relation to such Personal Data.

16.13 We shall destroy the Personal Data either i) once it has been used for the Purpose and is no longer required or ii) in accordance with a written instruction from the Customer which specifies a Retention Period and Retention Purpose for that Personal Data.

16.14 The Customer shall be entitled to inspect and scrutinise our processing premises, facilities, procedures and documentation in order to ascertain its compliance with this Clause 10.

16.15 We warrants and represents that it shall not subcontract or outsource any aspects of the Services as they relate to data protection and/or Personal Data without:

16.15.1 the prior written consent of the Customer; and

16.15.2 ensuring that the subcontractor or outsource supplier enters into a legally binding agreement with We requires that the subcontractor abide by terms for the protection of Personal Data not less protective than those in this Agreement. We shall provide the Customer with a copy or summary of such terms upon request and We shall be fully liable for the acts and omissions of any subcontractor to the same extent as if the acts or omissions were performed by Us.

16.16 The Customer shall be entitled to terminate this Agreement forthwith by notice in writing to us if We is in material or persistent breach of this Clause 10.

16.17 On termination of this Agreement, We shall forthwith deliver to the Customer or destroy, at the Customer's sole option, all Personal Data in its possession or under its control.

16.18 The Customer shall be responsible at all times for establishing all audit controls, edit functions, operational procedures and/or back up file copies as may be appropriate to its use and necessary in order to maintain the integrity of its data. If any data is incorrectly processed or lost the Customer acknowledges that it is solely responsible for the costs of reproducing and/or reprocessing the same. It shall be the Customer's responsibility to load their operational systems, applications and data onto the Equipment.

16.19 We will not be liable if any data submitted or accessed by the Customer is incorrectly processed or accidentally lost or destroyed due to a fault in the Equipment or for any loss to or interference with programmes or data during the course of transmission of the same from any remote site to the Site or vice versa.

16.20 The Customer accepts sole responsibility for the removal of data from the Equipment and the Site following any period of Testing Time or usage of the Services. We shall not be liable for any breach of confidentiality caused by third parties gaining access to any data which the Customer fails to so remove.

GENERAL

17.1 Entire Agreement

The Client Agreement constitutes the entire agreement between us and you relating to the provision of the Services and the supply of the System and shall supersede all prior agreements and understandings between you and us. Any modification or variation to the terms of the Client Agreement shall only be valid if it is made in writing and signed by us.

17.2 Notices

All notices to be given under the Client Agreement shall be in writing addressed to the relevant other party at their registered office, residential address or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

17.3 Assignment

You shall not be entitled to assign any right or obligation under the Client Agreement without our prior written consent. We may assign or sub-contract the whole or any part of our rights and/or obligations under the Client Agreement to any other person, entity, firm or company.

17.4 Waivers

No delay or failure by us in exercising or enforcing any of our rights or remedies under the Client Agreement will prejudice or restrict our rights, nor will any waiver of rights operate as a waiver of subsequent rights.

17.5 Survival of Clauses

In the event that any clause of the Client Agreement is held to be invalid by any court having jurisdiction over the Client Agreement, that clause may be deleted from these terms and conditions and the remaining clauses shall continue to be, to the extent that they are unaffected by the deletion, valid and binding on the parties hereto.

18. CONFIDENTIAL INFORMATION

18.1 Each party will keep confidential any Confidential Information disclosed to it by the other. Neither party will disclose any Confidential Information to any third party, save to its agents, subcontractors, advisers or to an employee who needs to have access to such Confidential Information in connection with the performance of any obligations under the Client Agreement, PROVIDED THAT the disclosing party will be responsible for ensuring that any person to whom it makes any such disclosure complies with this Clause 15.

18.2 Any Personal Data (as defined in the Data Protection Act 1998) provided by you to us shall at all times remain your property and we shall take all reasonable precautions to preserve the integrity of such Personal Data and to prevent any corruption or loss, damage or destruction of such Personal Data, PROVIDED THAT we reserve the right to disclose to the police, the fire authorities, any other relevant authority, our insurance company and any of their representatives details of the records kept by us in relation to any alarm signals received at any time from the System (including at any termination unit or terminating facilities for the monitoring of alarm calls). This may include Personal Data.

19. GOVERNING LAW AND JURISDICTION

The provisions of these terms and conditions shall be governed by and construed according to the law of Scotland and the parties hereto prorogate the exclusive jurisdiction of the Scottish courts.