

Securitatem Consultancy Limited

Terms and conditions of sale of goods and services

The Customer's attention is particularly drawn to the provisions of clause 21 (Limitation of liability).

1 THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3 Are you a business customer or a consumer?

In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in *shaded italic font* and those specific to businesses only are in underlined.

1.4 If you are a business customer this is our

entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement made either during our discussion of your requirements or in any of the documents included in the Contract.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Securitatem Consultancy Limited a company registered in England and Wales. Our company registration number is 9964549 and our registered office is at Unit 5, Roebuck Business Park, Ashford Road, Kent, ME17 1AB. Our registered VAT number is 271404722.

2.2 **How to contact us.** You can contact us by telephoning +44 (0) 203 746 2214 or by email at headoffice@securitatemgroup.com or writing to us at Unit 5, Roebuck Business Park, Ashford Road, Kent, ME17 1AB.

2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3 DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

3.1 Definitions:

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

"**Charges**" means the charges payable by the Customer to the Supplier for the supply of the Services in accordance with clause 17 of these terms;

"**Commencement Date**" means has the meaning given in clause 4.3;

"**Conditions**" means these terms and conditions as amended in or by the Proposal;

"**Contract**" means the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions, the Proposal and the Order;

"**Customer**" means the party contracting as principal with the Supplier as detailed in the Proposal and Order to acquire Services from the Supplier;

"**Customer Data**" means data inputted by the Supplier on its own computer network relating to the Customer for the purposes of providing the Services;

"**Data Protection Legislation**" means the Data Protection Act 2018 and General Data Protection Regulations (for so long as the GDPR remains in force) and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

"**Deliverables**" means the deliverables set out in the Order produced by the Supplier for the Customer;

"**Delivery Location**" means the address specified in the Proposal for the delivery and installation of Deliverables;

"**Force Majeure Event**" means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; and interruption or failure of utility service.

"**GDPR**" means General Data Protection Regulation ((EU) 2016/679);

"**Goods**" means all products, and materials acquired, developed, created or generated by the Supplier or its

agents, subcontractors, consultants and/or employees in relation to the performance of the Services as described in the Proposal and any and all amendments or supplements to it produced by the Supplier for the Customer as specified in the Order;

"Goods Specification" means any specification for the Goods, including any relevant plans and drawings that is agreed in writing between the Customer and the Supplier and incorporated by reference into the Proposal;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Order" means the Customer's order for the supply of Goods and/or Services, as set out in the Customer's written acceptance of the Proposal;

"Services" means the services, including the Goods, supplied and to be supplied by the Supplier to the Customer as set out in the Proposal;

"Supplier" means Securitatem Consultancy Limited a company registered in England and Wales with company registration number 9964549 and registered office at Unit 5, Roebuck Business Park, Ashford Road, Kent, ME17 1AB;

3.2 Interpretation:

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(e) A reference to **writing** or **written** includes email.

4 BASIS OF CONTRACT

4.1 The preparation and delivery by the Supplier to the Customer of the Proposal is not an offer capable of

acceptance but a description of the Services the Supplier could supply to the Customer.

4.2 Within 14 days after receipt of the Proposal, the Customer may issue the Order to the Supplier and in doing so is considered in all respects to make an offer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

4.3 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

4.4 If the Supplier is unable to accept the Order, it will inform the Customer of this in writing and will not charge the Customer for the Goods or Services. This might be because the Goods are out of stock, because of unexpected limits on the Supplier's resources which it could not reasonably plan for, because a credit reference it has obtained relating to the Customer does not meet the Supplier's minimum requirements, because the Supplier has identified an error in the price or description of the Goods or because the Supplier is unable to meet a delivery deadline specified in the Order.

4.5 The Supplier will allocate an order number to the Order (when and if accepted) and notify it to the Customer for use in all subsequent communications.

4.6 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

4.7 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

5 GOODS

5.1 The Goods are described in the Supplier's catalogue as modified by any applicable Goods Specification.

5.2 To the extent, if any, that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection

with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the specification it provides to the Supplier. This clause 5.2 shall survive termination of the Contract.

5.3 If the Customer wishes to make changes to the Goods it will advise the Supplier as soon as practicable. If the Supplier, in its absolute discretion is of the view that it could agree to such changes it will so advise the Customer and of any changes to the price for such Goods, the timing of supply and anything else which would be necessary as a result of the changes.

5.4 If the parties agree such changes will be made:

5.4.1 the Supplier shall issue a revised Order for signature and return by the Customer; and

5.4.2 with effect from the date of such signature and return the revised Order shall replace the original Order as an element of the Contract.

5.5 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement to implement minor technical adjustments and improvements and the Supplier shall notify the Customer in any such event.

6 DELIVERY OF GOODS

6.1 The Supplier shall ensure that:

6.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order Number, the type and quantity of the Goods, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

6.1.2 it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

6.2 The Supplier shall deliver the Goods to the Delivery Location at any time after the Supplier notifies the Customer that the Goods are ready.

6.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

6.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar

description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

6.6 If the Customer fails to accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

6.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and

6.6.2 the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

6.7 If ten Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

6.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6.9 Subject to the Customer having accepted delivery of the Goods the Supplier will begin providing the Services within 10 working days after such delivery and the estimated time necessary for the provision of the Services will be specified in the Proposal.

7 QUALITY OF GOODS

7.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery ("**warranty period**"), the Goods shall:

7.1.1 conform in all material respects with their description and the Goods Specification;

7.1.2 be free from material defects in design, material and workmanship;

7.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

7.1.4 be fit for any purpose held out by the Supplier.

7.2 Subject to clause 7.3, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:

7.2.1 the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.1;

7.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and

7.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost.

7.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 7.1 if:

7.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 7.2.1;

7.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the use or maintenance of the Goods or (if there are none) good trade practice;

7.3.3 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;

7.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;

7.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

7.3.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

7.4 Except as provided in this clause 7, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.1.

7.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

8 CUSTOMER'S RIGHTS TO END THE CONTRACT

8.1 The Customer's rights on ending the Contract will depend on the nature of the Goods, whether they are defective in any material respect, whether the Services are being properly provided, when the Customer decides to end the Contract, and whether the Customer is a consumer or business customer:

8.1.1 If any of the Goods are faulty or misdescribed the Customer may have a legal right to end the Contract (or to get such Goods repaired or replaced or a Service re-performed or to get a full or partial refund. *Clause 12 will apply if the Customer is a consumer* and *clause 13 if a business*;

8.1.2 If the Customer wants to end the Contract because of an actual or anticipated action of the Supplier, clause 8.2 will apply;

8.1.3 *If the Customer is a consumer that has simply decided it does not want the Goods and Services, clause*

8.3 will apply. The Customer may be entitled to a refund if the Contract is ended within the cooling-off period, but this may be subject to deductions and the Customer will have to pay the costs of return of any Goods;

8.1.4 *In all other cases (if the Supplier is not at fault and the Customer is not a consumer exercising its right to change its mind), clause 8.6 will apply.*

8.2 If the Customer seeks to end the Contract for a reason set out below in this clause the Contract will end immediately, and the Supplier will refund the Customer in full for any Goods which have not been provided and the Customer may also be entitled to compensation. The reasons are:

8.2.1 The Supplier has told the Customer about an upcoming change to the Goods which the Customer is unwilling to accept,

8.2.2 The Supplier has told the Customer about an error in the price or description of the Goods and the Customer does not wish to proceed,

8.2.3 There is a risk that supply of the Goods may be significantly delayed because of events outside the Supplier's control;

8.2.4 The Supplier has suspended supply of the Goods for technical reasons, or notifies the Customer it is going to suspend them for technical reasons, in each case for a period of more than one month; or

8.2.5 The Customer is entitled to end the Contract because of the Supplier's breach.

8.3 *If the Customer is a consumer then for most products bought online, it has a legal right to change its mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Conditions.*

8.4 *If the Customer is a consumer its rights as such to change its mind does not apply in respect of:*

8.4.1 *Services, once these have been completed, even if the cancellation period is still running;*

8.4.2 *products sealed for health protection or hygiene purposes, once these have been unsealed after the Customer receives them; and*

8.4.3 *any products which become mixed inseparably with other items after their delivery.*

8.5 *If the Customer is a consumer, the time within which it has a right to change its mind depends on what it ordered and how it is delivered:*

8.5.1 *In the case of Services, it is 14 days after the day the Supplier accepts the Order. However, the Customer cannot change its mind if the Supplier has completed the provision of the Services, even if the period is still running. If the Customer seeks to cancel the Contract after the Supplier has started to supply the Services, it must pay the Supplier for the Services provided up until the time the Customer notifies the Supplier that it has changed its mind.*

8.5.2 *In the case of Goods, it is 14 days after the day on which the Customer or its nominee receives them, unless the Goods are to be delivered in instalments in which case it is 14 days after the day the Customer or its nominee receives the last delivery.*

8.6 Even if the Supplier is not at fault and the Customer is not a consumer who has a right to change their mind (see clause 8.1), the Customer can still end the Contract before it is completed, but may have to pay the Supplier compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when the Supplier has finished providing the services and the Customer has paid for them. If the Customer wants to end the Contract before it is completed where the Supplier is not at fault and the Customer is not a consumer who has changed their mind, the Customer must advise the Supplier of its wish to end the Contract. In that case, the Contract will end immediately and the Supplier will refund any sums paid by the Customer for Goods not provided but the Supplier may deduct from that refund (or, if the Customer has not made an advance payment, charge the Customer) reasonable compensation for the net costs the Supplier will incur as a result of the ending of the contract.

9 METHOD OF ENDING THE CONTRACT (INCLUDING CASES WHERE THE CUSTOMER IS A CONSUMER THAT HAS CHANGED ITS MIND)

9.1 If the Customer wishes to end the Contract it must give notice to the Supplier by doing one of the following:

9.1.1 A telephone call to the Supplier's customer services on +44 (0) 203 746 2214 or an email to the Supplier at headoffice@securitamgroup.com, in each case providing the Customer's name, address, Order number, phone number and email address.

9.1.2 By using the Supplier's online facility and completing the form on the Supplier's website.

9.1.3 By completing and printing off the online form in the form of Schedule 1 to these Conditions which can be found on the final page and posting it to the Supplier at the address on the form, or by simply writing to the Supplier at that address, including the Customer's name, address, Order number, phone number and email address.

9.2 If the Customer ends the contract for any reason after it has received the Goods, it is obliged to return them to the Supplier in person or by post to the Supplier at Unit 5, Roebuck Business Park, Ashford Road, Kent, ME17 1AB. *If the Customer is a consumer exercising the right to change its mind it must send off the goods within 14 days of notifying the Supplier that it wants to end the Contract.*

9.3 The Supplier will pay the costs of return:

9.3.1 if the Goods are faulty or misdescribed;

9.3.2 if the Customer is ending the contract because the Supplier has informed it of an upcoming change to the

Goods or these Conditions, an error in pricing or description, a delay in delivery due to events outside the Supplier's control or because the Customer has a legal right to do so as a result of something the Supplier has done wrong; or

9.3.3 *if the Customer is a consumer exercising the right to change its mind.*

In all other circumstances (*including where the Customer is a consumer exercising the right to change its mind*) the Customer must pay the costs of return.

9.4 If the Customer is entitled to a refund under these Conditions the Supplier will refund the price paid for the Goods delivery costs, by the method used by the Customer for payment. However, the Supplier may make deductions from the price, as described below.

9.5 If the Customer is exercising its right to change its mind:

9.5.1 The Supplier may reduce the refund of the price (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by the Customer handling them in any way. If the Supplier refunds the price paid before it is able to inspect the Goods and later discovers that the Customer has so handled them, the Customer must pay the Supplier an appropriate amount.

9.5.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method that the Supplier offers.

9.5.3 In the case of the Services, the Supplier may deduct from any refund an amount for the supply of Services for the period for which they were supplied, ending with the time when the Customer notified the Supplier that it had changed its mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.6 The Supplier will make any refunds due as soon as practicable. *If the Customer is a consumer exercising the right to change its mind, then:*

9.6.1 *In the case of Goods, the refund will be made within 14 days from the day on which they are returned or recovered, if earlier, the day on which the Customer provides evidence of return.*

9.6.2 *In all other cases, the refund will be made within 14 days after the notification by the Customer of its change of mind.*

SUPPLIER'S RIGHTS TO END THE CONTRACT

9.7 The Supplier may end the Contract at any time by notice to the Customer if:

9.7.1 The Customer does not make any payment to the Supplier when due and still does not make payment within 14 days after the Supplier reminding it that payment is due;

9.7.2 The Customer does not, within a reasonable time after the Supplier's request, provide the Supplier with information that is necessary for the provision of Goods or Services;

9.7.3 The Customer does not, within a reasonable time, accept delivery of the Goods or permit access for the provision of the Services; or

9.8 If the Supplier ends the Contract in any of the circumstances set out in clause 9.7 it will refund any money paid in advance for Goods or Services not provided by the Supplier, but the Supplier may deduct or charge the Customer reasonable compensation for the net costs the Supplier will incur as a result of the ending of the contract.

9.9 The Supplier will advise the Customer of any intention to withdraw the supply of Goods at least 14 days in advance of such withdrawal and will refund any sums paid in advance for Goods which will not be provided.

10 IF THERE IS A PROBLEM WITH THE GOODS OR SERVICES

If the Customer has any questions or complaints about any of the Goods or Services it must promptly inform the Supplier by telephoning the Supplier's customer service team at +44 (0) 203 746 2214 or by emailing it at headoffice@securitamgroup.com.

11 THE CUSTOMER'S RIGHTS IN RESPECT OF DEFECTIVE GOODS OR SERVICES IF IT IS A CONSUMER

11.1 If the Customer is a consumer the Supplier is under a legal duty to supply Goods and Services that are in conformity with the Contract. The box below contains a summary of such Customer's key legal rights in relation to the Goods and Services. Nothing in these Conditions will affect such legal rights.

Summary of key legal rights

This is a summary of the Customer's key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk 03454 04 05 06.

In the case of **Goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of the Goods the Customer's legal rights entitled it to the following:

- a) Up to 30 days: if the Goods are faulty, then the Customer can get an immediate refund.
- b) Up to six months: if the Goods cannot be repaired or replaced, then the Customer is entitled to a full refund, in most cases.
- c) Up to six years: if the Goods do not last a reasonable length of time the Customer may be entitled to some money back.

See also clause 8.3.

In the case of the Services, the Consumer Rights Act 2015 says:

- a) The Customer can ask the Supplier to repeat or fix a service if it is not carried out with reasonable care and skill, or get some money back if the Supplier cannot repeat or fix it.
- b) If the Customer has not agreed a price beforehand, what the Customer is asked to pay must be reasonable.
- c) If the Customer has not agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 8.2.

11.2 If the Customer wishes to exercise the legal rights to reject Goods it must return them in person or by post to the Supplier. The Supplier will pay the costs of postage or collection. The Customer must call the Supplier's customer services on +44 (0) 203 746 2214 or email it at headoffice@securitamgroup.com for a return label or to arrange collection.

12 THE CUSTOMER'S RIGHTS IN RESPECT OF DEFECTIVE GOODS OR SERVICES IF IT IS A BUSINESS

12.1 If the Customer is a business customer the Supplier warrants to it that on delivery, and for a period of 12 months from the date of delivery ("warranty period"), the Goods shall:

12.1.1 conform in all material respects with their description and the Goods Specification;

12.1.2 be free from material defects in design, material and workmanship;

12.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

12.1.4 be fit for any purpose held out by the Supplier.

12.2 Subject to clause 7.3, if:

12.2.1 The Customer gives the Supplier notice in writing during the warranty period within a reasonable time of discovery that any of the Goods do not comply with the warranty set out in clause 12.1;

12.2.2 The Supplier is given a reasonable opportunity of examining Goods; and

12.2.3 The Customer returns such Goods to the Supplier at the Supplier's cost.

The Supplier shall, at its option, repair or replace the defective Goods, or refund its price in full.

12.3 The Supplier shall not be liable for any Goods' failure to comply with the warranty in clause 12.1 if:

12.3.1 The Customer makes any further use of such Goods after giving a notice in accordance with clause 7.2.1;

12.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the use or maintenance of the Goods or (if there are none) good trade practice;

12.3.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

12.3.4 The Customer alters or repairs the Goods without the Supplier's written consent; or

12.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

12.4 Except as provided in this clause 12, the Supplier shall have no liability to the Customer in respect of Goods' failure to comply with the warranty set out in clause 12.1.

12.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 12.2.3.

13 TITLE AND RISK

13.1 The risk in the Goods shall pass to the Customer on completion of delivery.

13.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.

13.3 Until title to the Goods has passed to the Customer, the Customer shall:

13.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

13.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

13.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

13.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 22.2.2 to clause 22.2.4; and

13.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

13.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 22.2.2 to clause 22.2.4, then, without limiting any other right or remedy the Supplier may have the Supplier may at any time:

13.4.1 require the Customer to deliver up all Goods in its possession which have not been irrevocably incorporated into another product; and

13.4.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

14 SUPPLY OF SERVICES

14.1 The Supplier shall supply the Services to the Customer in accordance with the Proposal in all material respects.

14.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

14.3 The Supplier reserves the right to amend the Services if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

14.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

15 CUSTOMER'S OBLIGATIONS

15.1 The Customer shall:

15.1.1 ensure that the terms of the Order and any information it provides in the Goods Specification are complete and accurate;

15.1.2 co-operate with the Supplier in all matters relating to the Services;

15.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;

15.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

15.1.5 prepare the Customer's premises for the supply of the Services;

15.1.6 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;

15.1.7 comply with all applicable laws, including health and safety laws;

15.1.8 keep all materials, equipment, documents and other property of the Supplier ("Supplier Materials") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;

15.1.9 comply with any additional obligations as set out in the Proposal; and

15.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

15.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

15.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 16.2; and

15.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

16 CHARGES AND PAYMENT

16.1 The price for Goods:

16.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of the Order; and

16.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

16.2 The charges for Services shall be calculated on a time and materials basis:

16.2.1 the charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in the Order;

16.2.2 the Supplier's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;

16.2.3 the Supplier shall be entitled to charge an overtime rate which is a percentage % of the daily fee rate on a pro rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in **Error! Bookmark not defined.**17.2.2 as detailed in the Proposal ; and

16.2.4 the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

16.3 The Supplier reserves the right to:

16.3.1 increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Average Earnings Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Average Earnings Index

16.3.2 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

16.3.2.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

16.3.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

16.3.2.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

16.4 The Supplier shall be entitled to increase the price of the Goods, by giving notice to the Customer at any time

before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

16.4.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

16.4.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

16.4.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

16.5 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer as set out in the Proposal.

16.6 The Customer shall pay each invoice submitted by the Supplier:

16.6.1 within 30 days of the date of the invoice; and

16.6.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

16.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

16.8 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under these Conditions, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 17.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

16.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

17 INTELLECTUAL PROPERTY RIGHTS

17.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

18 DATA PROTECTION AND DATA PROCESSING

18.1 The Supplier and the Customer will comply with all applicable requirements of the Data Protection Legislation. This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 19, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

18.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

18.3 Without prejudice to the generality of clause 18.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Supplier for the duration and purposes of the Contract.

18.4 Without prejudice to the generality of clause 19.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

18.4.1 process that Personal Data only on the written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (Applicable Data Processing Laws). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit the Supplier from so notifying the Customer;

18.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing

and evaluating the effectiveness of the technical and organisational measures adopted by it);

18.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

18.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

18.4.4.1 the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

18.4.4.2 the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

18.4.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

18.4.4.4 the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

18.4.5 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

18.4.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;

18.4.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Data Processing Law to store the Personal Data; and

18.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 19.

18.5 The Customer does not consent to the Supplier appointing any third-party processor of Personal Data under the Contract.

18.6 The Supplier and the Customer may, at any time on not less than 30 days' notice, revise this clause 19 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

19 CONFIDENTIALITY

19.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 20.2.

19.2 The Supplier may disclose the Customer's confidential information:

19.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Supplier's obligations under the Contract. The Supplier shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the Customer's confidential information comply with this clause 20; and

19.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

19.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

20 LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

20.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims for Goods not exceeding £ [5,000,000] per claim and Services not exceeding [£10,000,000]. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange, and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

20.2 The restrictions on liability in this clause 21 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

20.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

20.4 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

20.4.1 death or personal injury caused by negligence;

20.4.2 fraud or fraudulent misrepresentation; and

20.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

20.5 Subject to clause 21.4, the Supplier's total liability to the Customer shall not exceed all sums paid by the Customer and all sums payable under the Contract in respect of the Goods and Services actually supplied by the Supplier, whether or not invoiced to the Customer. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

20.6 This clause 21.6 sets out specific heads of excluded loss:

20.6.1 Subject to clause 21.4, the types of loss listed in clause 21.6.2 are wholly excluded by the parties

20.6.2 The following types of loss are wholly excluded:

20.6.2.1 Loss of profits.

20.6.2.2 Loss of sales or business.

20.6.2.3 Loss of agreements or contracts.

20.6.2.4 Loss of anticipated savings.

20.6.2.5 Loss of use or corruption of software, data or information.

20.6.2.6 Loss of or damage to goodwill.

20.6.2.7 Indirect or consequential loss.

20.7 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clauses 7 and 14. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Conditions.

20.8 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

20.9 This clause 20 shall survive termination of the Contract.

21 TERMINATION

21.1 Without affecting any other right or remedy available to it, either party may terminate the Contract for services by giving the other party not less than one month's written notice.

21.2 Without affecting any other right or remedy available to it, the Supplier and the Customer may terminate the Contract with immediate effect by giving written notice to the other if:

21.2.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

21.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

21.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

21.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

21.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

21.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 22.2.2 to clause 22.2.4 or the Supplier reasonably believes that the Customer is about to become subject to any of them.

22 CONSEQUENCES OF TERMINATION

22.1 On termination of the Contract:

22.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

22.1.2 the Customer shall return all of the Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

22.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

22.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

23 FORCE MAJEURE

24.1 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a Force Majeure Event). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

24 GENERAL

24.1 Assignment and other dealings

24.1.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

24.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier which the Supplier shall have absolute liberty to withhold.

24.2 Notices.

24.2.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

24.2.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business or residence (in any other case); or

24.2.1.2 sent by email to the address specified in the Proposal.

24.2.2 Any notice or communication shall be deemed to have been received:

24.2.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

24.2.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

24.2.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 24.2.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

24.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

24.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

24.6 **Entire agreement.**

24.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.6.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

24.6.3 Nothing in this clause shall limit or exclude any liability for fraud.

24.7 **Third party rights.**

24.7.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

24.7.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

24.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

24.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

24.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE 1

Model Cancellation Form for consumer customers

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

To: Securitatem Consultancy Limited

Unit 5, Roebuck Business Park, Ashford Road, Kent, ME17 1AB

Telephone: +44 (0) 203 746 2214

Email: headoffice@securitatemgroup.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of goods and services relating to your order number [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

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

Date

[*] Delete as appropriate