

Terms and Conditions of Sale – Goods & Services and Maintenance

These terms and conditions apply to all goods and services provided by the Company with effect from 1 June 2022.

1. Interpretation

a) In these conditions:

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity;

“Assumptions” means the assumptions as set out in the Proposal or Confirmation.

“Business Hours” 9:00am to 5:00pm on a Working Day.

“Call Out” means a request by the Customer for the Company to perform maintenance or repair services in relation to equipment at a Site.

“Commencement Date” means the date that the Services start to be performed or the date described as such and set out in the Confirmation.

“Company” means, in relation to goods and services related to fire safety and security, JLA Fire & Security Limited (company number 06486921) and in relation to goods and services related to heating and air conditioning: JLA HVAC Limited (company number 07886664) or, in each case, their respective Affiliates, as set out in the Proposal and/or Confirmation.

“Conditions” means these terms and conditions and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and the Company.

“Confirmation” means the Company’s written confirmation of the Order.

“Contract” means the contract between the Company and the Customer for the purchase and sale of the Goods or Services which is constituted in accordance with clause 2 (b) below.

“Customer” means the person whose order for the Goods or Services is accepted by the Company, as set out in the Proposal, Order or Confirmation.

“Customer Requirements” means the requirements that must be fulfilled by the Customer as set out in the Proposal or Confirmation or as may be reasonably requested from time to time by the Company.

“Delivery” means actual or deemed delivery of the Goods in accordance with schedule 1.

“Delivery Address” means the place where the Goods are to be delivered as set out in the Confirmation, the Proposal or as otherwise agreed with the Customer.

“Equipment” means the equipment specified in the Proposal or Confirmation or any other equipment in respect of which the Company is to provide the Services.

“Excluded Services” means those services described as such and listed in schedule 2.

“Fees” means the price payable for the Goods and the charges payable for the Services, as set out in the Confirmation or Proposal or otherwise payable in accordance with the Contract.

“Goods” means the goods (including any instalment of the goods), which the Company is to supply in accordance with the Contract.

“Order” means the Customer’s order for the supply of Goods and/ or Services, which may take the form of an order form or purchase order, the Customer’s written acceptance of the Company’s Proposal or an oral request for the purchase of Goods or Services, as the case may be.

“Proposal” means the proposal or quotation prepared by the Company for the provision of the Goods and/or Services and submitted to the Customer.

“Questionnaire” means any questionnaire requested by the Company to be completed by the Customer relating to the Services.

“Services” means the services to be provided by the Company to the Customer as identified in the Proposal and/or the Confirmation

“Site” means the site(s) at which the Services will be performed and/or the Goods installed.

“Working Day” means a day (other than a Saturday, a Sunday or a public holiday in England and Wales) when the banks in London are open for business.

b) Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. Basis of The Contract

a) The Customer agrees and acknowledges that it is entering into the Contract as a business and not as a consumer and that any person entering into the Contract on behalf of the Customer has the authority to do so.

b) The Contract shall consist of these Conditions (including the terms of the Schedules), the Confirmation and any Proposal which constitutes the entire agreement between the parties. If the Customer is purchasing Goods, the terms of Schedule 1 will apply. If the Customer is purchasing Services, the terms of Schedule 2 will apply. If the Company is providing any Goods or Services in connection with fire safety, the terms of Schedule 3 will apply. In the event of any conflict or inconsistency between the Conditions, the Proposal and the Confirmation, the following order of precedence shall apply:

- i. The Confirmation shall take precedence over the Proposal and the Conditions;
- ii. The Proposal shall take precedence over the Conditions.

c) The Company shall sell and the Customer shall purchase the Goods or Services subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions that the Customer may seek to impose, or which are implied by trade, custom, practice or course of dealing.

- d) Any Proposal for the Goods or Services given by the Company shall not constitute an offer. The Customer acknowledges that any discussions with the Company (whether over the phone, email, face to face or otherwise) are on the basis of these Conditions. When the Customer indicates that they wish to purchase Goods or Services this is an offer subject to these Conditions. The Contract is entered into when the Company sends the Customer a Confirmation or delivers the Goods or Services (whichever shall be the earlier), which shall constitute acceptance of the Order.
- e) Specifications, illustrations, descriptions and other particulars in the Company's literature (other than installation instructions and technical specifications accompanying the Goods) are, unless otherwise stated in writing, for general guidance only and are not technical guidance, representations or part of any contract.
- f) Any typographical or clerical omission in any sales literature, quotation, price list acceptance of offer, invoice or other documentation or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- g) The Contract or any Order may be cancelled by the Customer only with the Company's prior written consent. In the event of such cancellation, the Company reserves the right to retain any pre-paid deposit or to charge a cancellation fee, to be paid in accordance with clause 6 or 7 as applicable and calculated as being a minimum of £50 plus VAT but subject to any increase to reflect the Company's costs incurred to the date of cancellation, plus loss of profit. The Customer acknowledges and agrees that any such amounts payable by the Customer to the Company under this clause shall be a reasonable estimation of loss suffered by the Company and not a penalty to the Customer.

3. Customer Obligations

- a) The Customer shall:
 - i. Perform the Customer Requirements;
 - ii. Co-operate with the Company in all matters relating to the Goods and/or Services;
 - iii. Provide the Company with appropriate access to premises and other facilities as reasonably required by the Company; and
 - iv. Comply with all applicable laws, including health and safety laws.
- b) If the Company's performance of any of its obligation 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"):
 - i. Without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend the 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 Company's performance of any of its obligations;
 - ii. The Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations under the Contract; and
 - iii. The Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- c) The Customer warrants that where the Company requests the Customer to complete a Questionnaire, the information provided in the Questionnaire is complete, true and accurate and acknowledges that the Proposal and quotation is based on the information provided in the Questionnaire. The Company accepts no liability in respect of errors or omissions in the provision of the Goods and Services which are based upon information provided by the Customer.

4. Term and Termination

- a) Without prejudice to any other provisions in these Conditions, the Company has the right to terminate the Contract with immediate effect by giving written notice to the Customer in the following circumstances:
 - i. a material breach of the Contract by the Customer;
 - ii. the Customer being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any application for administration or receivership or similar proceedings being made in respect of the Customer;
 - iii. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;
 - iv. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
 - v. (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
 - vi. a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
 - vii. (being an individual) the Customer is the subject of a bankruptcy order, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation;
 - viii. the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer is or will be unable to fulfil its obligations under the Contract;
 - ix. the Customer fails to make a payment due under the Contract on the due date for payment; or
 - x. the Company reasonably believes that any of the events mentioned above is about to occur in relation to the Customer.

- b) If the circumstances set out in clause 4 (a) apply then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further performance or deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered or Services performed but not paid for the price for such Goods or Services shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

5. Price of Goods and Services

- a) In consideration of the provision of the Goods and/or Services the Customer shall pay the Fees.
- b) The Fees shall be as stated in the Confirmation or the Proposal, or where not so stated as set out in the Company's quoted price list. The Fees are based on the Assumptions and fulfilment of the Customer Requirements by the Customer. The Company reserves the right to increase the Fees to reflect any increased costs incurred by the Company as a result of any of the Assumptions being incorrect, the Customer failing to fulfil the Customer Requirements or the Customer providing inaccurate information in a Questionnaire.
- c) The Company reserves the right, by giving notice in writing to the Customer at any time before providing the Goods or Services to increase the Fees to reflect any increase in the cost to the Company due to any change in delivery dates, quantities or specifications for the Goods and Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions or to perform any obligations agreed to by the Customer as set out in the Proposal or Confirmation.
- d) The Company may increase the Fees once every calendar year to reflect any increase in the cost of labour or materials, provided that the annual rate of increase shall never be less than 2% of the prior year's Fees.
- e) Except as otherwise stated in writing and signed by an authorised representative of the Company all prices shall be ex-works and the Company at the expense of the Customer will arrange carriage. The Company in its sole discretion may waive carriage charges. If the Customer instructs the Company to use a carrier or shipping agent different to that used by the Company in the ordinary course all additional costs incurred as a result of such instruction shall be borne by the Customer.
- f) The Customer may request or the Company may recommend a change in the Goods and/or Services ("Change"). Any such Change shall be notified by one party to the other in writing. Where such Change is accepted by either party, the Company shall provide to the Customer an updated Proposal/Confirmation and amend the Fees accordingly to reflect the Change.
- g) Unless otherwise specified in writing, prices do not include VAT or any other duty or tax payable by the Customer.

6.

a) Payment (where the Contract is longer than 45 days and classified as a "Construction Contract" as defined in the Housing Grants, Construction and Regeneration Act 1996)

- i. Upon the last Working Day of each calendar month, the Company shall submit to the Customer an interim application (the "Interim Application") stating the total amount which the Company considers to be due to it together with all such supporting documents, vouchers, receipts and other information as required to check the same.
- ii. The due date for payment shall be the tenth Working Day following receipt by the Customer of an Interim Application (the "Due Date"). The final date for payment of the amount set out in each Interim Application (the "Final Date for Payment") shall be the date occurring twenty (20) Working Days after the Due Date for payment of the amount set out in the relevant Interim Application or fifteen (15) Working Days after receipt of the invoice referred to in clause 6a(c), whichever is the later.
- iii. Not later than the date occurring five (5) Working Days after the Due Date for payment of the amount set out in an Interim Application, the Customer shall issue to the Company a notice specifying the amount (if any) that the Customer considers to be or to have been due at the Due Date for payment in respect of the Interim Application and the basis on which that amount is calculated (a "Payment Notice"). Such amount shall be calculated as the total of the value of the part of the services properly executed up to the end of the preceding month less the sum of the amounts previously paid by the Customer to the Company under the Contract. It is immaterial that the amount referred to in the Payment Notice may be zero. Where required, the Company shall, immediately upon receipt of a Payment Notice, give to the Customer an invoice valid for VAT purposes for the amount stated as due from the Customer in the Payment Notice.
- iv. Subject to clause 6(a)(vi) below and unless the Customer has served a notice under clause 6(a)(v) below, the Customer shall pay to the Company the amount stated as due in each Payment Notice or if the Customer has not issued a Payment Notice, under clause 6(a)(iii) above, the amount set out in the Interim Application, (in this clause 6a, the "Notified Sum") on or before the Final Date for Payment.
- v. Not less than two Working Days before the Final Date for Payment (in this clause 6a, the "Prescribed Period"), the Customer may give the Company notice that it intends to pay less than the Notified Sum (in this clause 6a, a "Pay Less Notice"). Any Pay Less Notice shall specify:
- A) The sum that the payer considers to be due on the date the notice is served; and
 - B) The basis on which that sum is calculated.

- vi. In the event of the late payment of any part of the Fees by the Customer to the Company or of any other amount from time to time payable by any party to another party under the Contract, interest shall be payable on any amount thereof improperly withheld or delayed at a rate of five per cent (5%) per annum in excess of the rate set from time to time by the Bank of England's Monetary Policy Committee (or any successor), calculated from the Final Date for Payment of such amount (or, if there is no final date for payment thereof, from the final date on which such amount ought otherwise to have been paid) until the date when payment is made. Both parties agree that payment of such interest will constitute a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.
- vii. Any Fees retained by the Customer shall, be released to the Company in the first payment that the Customer makes to the Company after the later of the expiry of the rectification period set out in the Proposal or the Confirmation and the rectification of all defects, shrinkages and other faults in the works which the Company is obliged to make good.

b) Payment (where the Contract is for 45 days or less and/or is not classified as a "Construction Contract" as defined in the Housing Grants, Construction and Regeneration Act 1996)

- i. Invoices for the Services will be raised on completion of the relevant Service and are payable in full and cleared funds. The Company may invoice the Customer for the Goods on or at any time after the Confirmation is issued and will require payment in cleared funds before Delivery can be arranged unless otherwise agreed in writing with the Company.
- ii. In respect of Services and (where the Company has agreed in writing to payment being made after Delivery) Goods, payment shall be due 30 days from the date of the invoice unless otherwise specified by the Company. Time is of the essence in relation to the obligation to pay the Fees.
- iii. The Customer shall make payment for recurring Services by direct debit where requested by the Company. If the Customer fails to do so, without limiting the Company's rights and remedies, an administration fee of £5 per month or £50 per year may be charged by the Company.

7. Further Terms of Payment

- a) The Customer shall make all payments due under the Contract on the date due without any setoff, counterclaim, deduction or withholding. If the Customer fails to do so, and such failure continues for 7 days after the Company has given notice to the Customer of such failure, without limiting its other rights or remedies, the Company may:
 - i. terminate the Contract, suspend provision of the Services or delivery of the Goods;
 - ii. require the Customer to pay interest on the overdue amount at the rate of 5% per annum above the base lending rate of the Bank of England (such rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount);
 - iii. appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Company or any affiliate of the Company) as the Company may think fit (notwithstanding any purported appropriation by the Customer); and/or
 - iv. treat the failure to pay as a material breach and terminate the Contract as set out in clause 4(c)(i); and the Customer shall indemnify the Company against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by the Company in recovering sums due or in exercising its rights pursuant to this clause.
- b) The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

8. Warranties and Liability

- a) Subject to clause 8(b) and 8(d), the Company warrants that:
 - i. the Goods shall conform in all material respects with their description and any relevant specification; and
 - ii. the Goods and Services shall be free from material defects in design, material and workmanship for a period as set out in the Proposal or Confirmation or if no period is stated then twelve months from the date of Delivery or date of performance respectively ("Warranty Period"). In the case of Goods, where the Company also installs and/or commissions the Goods the Warranty Period shall commence on the date of installation or commissioning, whichever shall be the latter.
- b) The above warranty is given subject to the following conditions:
 - i. the Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;
 - ii. in the case of Goods which have not been commissioned or installed by the Company, the warranty at clause 8(a) shall apply to parts only and labour costs will be chargeable;
 - iii. the Customer must give written notice to the Company of any claim it has under clause 8(a) within the Warranty Period;
- iv. the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, incorrect movement, improper installation or commissioning, neglect, failure to follow the Company's instructions (or those of the manufacturers' with respect to any Goods) (whether oral or in writing), operation in environmental conditions outside specified safe operating extremes, misuse or modification or repair of the Goods without the Company's approval, or if the Goods are not serviced to manufacturers' recommendations or any corresponding British Standard requirements.

- c) In the event of loss or damage occurring to Goods during transit where the Goods are transported by the Company, its carrier or by a carrier specified by the Customer, the Customer must give written notice to the Company within two Working Days of the date of Delivery and further where such Goods are consigned by a carrier of the Company, the Customer must in addition comply in all respects with that carrier's conditions of carriage for notification for omissions from the delivery or loss or damage in transit. The Customer must give written notice to the Company within three Working Days of receipt of invoice if the Goods have not been delivered by the Company or its carrier to the destination agreed in the Contract. Failure to give written notice pursuant to this clause shall mean that the Customer shall be deemed to have accepted the Goods as being in good order and in conformity with the Contract.
- d) Any claim by the Customer under clause 8(a) which is based on any defect in the quality or condition of the Goods or failure to correspond with their specification shall (whether or not delivery is refused by the Customer) be notified in writing to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- e) Where any valid warranty claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, upon receipt of the Goods the Company shall be entitled at its sole discretion to replace the Goods (or the part in question) free of charge or, refund to the Customer the price of the Goods (or a proportionate part of the price) or, repair the relevant Good. This shall be the Customer's sole and exclusive remedy in respect of a breach of the warranty set out in clause 8(a).
- f) If a warranty claim is made by the Customer and upon receipt of the Goods the Company in its absolute discretion determines that the warranty claim is not valid the Company shall have the right to levy a re-stocking charge against the Customer at its then current rate.
- g) The Company may charge the Customer a fee for any call out or service visit made in relation to a warranty claim under clause 8(a) where:
- i. the call out or service visit is no longer required but the Customer has failed to give the Company reasonable advanced notice of cancellation;
 - ii. an engineer attends but is denied access;
 - iii. the call relates to a warranty claim that is not accepted by the Company in accordance with the Contract; or
 - iv. the Goods are found to be in good working order and there is no fault found.
- b) The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law excluded from the Contract.
- h) Nothing in these Conditions shall limit or exclude the Company's liability for:
- i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
 - ii. Fraud or fraudulent misrepresentation; or
 - iii. Breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - iv. Any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- b) Subject to clause 8(h):
- i. The Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence, breach of statutory duty, or otherwise), for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - ii. The Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Fees actually paid by the Customer under the Contract during the 12 month period immediately preceding the date of the circumstances giving rise to the relevant claim.
- c) The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods or Services, if the delay or failure was due to (i) the neglect, misuse or malicious damage of the Equipment by anyone other than the Company; or (ii) any cause beyond the Company's reasonable control, including without limitation, any act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; or power failure or breakdown in machinery (a "Force Majeure Event").
- d) Except where expressly provided otherwise in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9. Confidentiality

- a) Each party undertakes that it shall not at any time during the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9(b).
- b) Each party may disclose the other party's confidential information:
 - i. To its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligation under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9(b); and
 - ii. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10. General

- a) The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- b) The Customer may not assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.
- c) Any notice or other communications given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next Working Day delivery service, commercial courier or e-mail.
- d) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 8(c); if sent by pre-paid first class post or other next Working Day delivery service, at 9:00am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or, if sent by fax or email, at 9:00 am on the Working Day after transmission.
- e) 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 of part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- f) A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach of default. No failure or delay by a party to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- g) The Customer acknowledges that it has not relied upon any statement, promise, representation, assurance or warranty made or given by the Company which is not set out in the Contract. Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents as to the Goods or Services which is not confirmed in writing by the Company does not form part of the Contract and shall be followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation.
- h) A person who is not a party to the Contract shall not have any rights to enforce its terms.
 - i) Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Company.
 - j) The Contract shall be governed by the laws of England and any dispute arising out of or in connection with it shall be determined by the exclusive jurisdiction of the English courts.

11. Data Protection

- a) The Company is entitled to make searches about the Customer at credit reference agencies. The agencies may record details of searches whether or not the Company agrees to enter into the Contract.
- b) The Company may use credit-scoring methods to assess whether or not to enter into the Contract with the Customer and, in some cases, to verify the Customer's identity. This information may also be used for debtor tracing, to prevent money laundering, and to help with the Company's credit-risk and fraud protection activities.
- c) If the Company enters into the Contract with the Customer, the Company may provide on-going details to the credit reference agencies where the Customer fails to pay on time or defaults under the Contract.
- d) The Company will store the Customer's contact details on its customer database which will be shared with other members of the JLA Group and external third parties (such as sub-contractors) acting on the Company's behalf as necessary to fulfil the Company's obligations under the Contract. For full details please refer to the Company's privacy policy at <https://jla.com/privacy-policy>.
- e) The Company may also use the Customer's contact details to contact the Customer from time to time about products and services within the JLA group. The Customer may withdraw its consent for any personal data to be used for marketing purposes and can amend marketing preferences at any time by contacting dataprotection@jla.com with the words: "I do not wish to receive any further information about other products and/or services provided within the JLA Group".

Schedule 1 – Terms applicable to the purchase of Goods

1. Delivery

- a) The Company shall deliver the Goods to the Delivery Address. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Address. Where the Goods are collected or to be collected by the Customer, Delivery occurs when handed to the Customer or when the Company notifies the Customer that the Goods are available for collection.
- b) Any dates quoted for delivery of the Goods are approximate only and the time of Delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods howsoever caused. If the Company fails to deliver the Goods, it shall have no liability other than to refund any sums already paid for the Goods by the Customer.
- c) The Company reserves the right to deliver the Goods in instalments.
- d) If the Customer fails to take delivery of the Goods within three (3) Working Days of the earlier of the Company (i) notifying the Customer that the Goods are ready to be delivered and (ii) attempting to deliver the Goods (the "Expected Delivery Date"), then except where such failure or delay is caused by a Force Majeure Event, and without prejudice to any other right or remedy available to the Company:
 - i. Delivery of the Goods shall be deemed to have been completed at 9:00am on the third Business Day after the Expected Delivery Date; and
 - ii. The Company may store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including storage, costs of attempted delivery and insurance), such charge to be invoiced to the Company and payable within 30 days of the date of such invoice;
- e) If the Customer has not accepted delivery of the Goods within ten (10) Working Days of the Expected Delivery Date, the Company may at its discretion:
 - i. resell or otherwise dispose of part or all of the Goods; and/or
 - ii. charge the Customer all reasonable costs incurred including but not limited to attempted delivery and storage costs; and/or
 - iii. charge the Customer for any shortfall below the resale price of the Goods; and/or
 - iv. charge the Customer for the full value of the Goods if the Company is unable to sell the Goods to any third party within 10 Working Days of attempting to do so.

2. Installation, Testing and Commissioning

- a) The Goods will be installed by the Company (or its appointed agents or subcontractors) if agreed in the Contract.
- b) The Goods must not be used until full testing has been carried out to verify their functions ("Commissioning") and any such use prior to this is at the Customer's own risk.
- c) If the Goods are not installed or commissioned by the Company, the Customer shall ensure that the Goods are installed in accordance with the manufacturer's specification as outlined in any installation documents provided. Any failure to comply with the provisions of this clause may void any warranty provided with the Goods. During the Commissioning process if such installation (undertaken by anyone other than the Company) is found to be incomplete or incorrect the Company will advise the Customer of the required remedial actions. The Company may agree additional fees with the Customer for undertaking such work. Such additional fees will be invoiced and payable in accordance with clause 6 or 7 of the Conditions.
- d) Any works the Customer carries out to its premises in anticipation of the installation of the Goods are strictly at the Customer's own expense and risk and the Company shall have no liability in relation to such works.
- e) You agree to permit the Company's staff and representatives of its regulatory body (only whilst accompanied by the Company's staff) access to the installation for the purposes of maintenance or inspection.

3. Risk and Title

- a) Risk of damage to or loss of the Goods shall pass to the Customer upon Delivery.
- b) Title to the Goods shall not pass to the Customer until the Company has received in cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Customer for which payment is then due.
- c) Until such time as title to the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property.
- d) Until such time as title to the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer where the Goods are situated and repossess the Goods.

4. Wasted Time

- a) The Company shall charge a reasonable fee (of no less than £50) for wasted time for:
 - i. delivery visits which are not cancelled within a reasonable time (as determined by the Company) before the Company is scheduled to attend the Site; or
 - ii. scheduled delivery visits where no access is gained either to the relevant Site(s), the relevant equipment or other areas within a Site to which access is required to deliver and/or install the Goods.

Schedule 2 - Terms applicable to the provision of Services

1. Performance

- a) The Services will be provided by the Company or its agents during Business Hours (unless otherwise agreed by the Company).
- b) The Company will use reasonable endeavours to meet any response or fix times specified in the Proposal. For the avoidance of doubt, any response or fix times are not guaranteed by the Company. Time is not of the essence in relation to the performance of the Services.
- c) The Company shall provide the Services with reasonable care and skill but save as expressly set out otherwise in the Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

2. Excluded Services

- b) Unless specifically set out otherwise in the Contract, the Services do not include the following:
 - i. Provision for civil works, cutting away, making good, re-decoration, builders work or moving material or equipment to gain access; and
 - ii. Working around or near asbestos. If asbestos is found during the performance of any Services, it will be the Customer's responsibility to make the area safe for installation works to proceed. The Company reserves the right to charge the Customer additional fees for any works carried out adjacent to asbestos.
- c) The Company may charge additional fees to cover the wasted costs of a requested visit where:
 - i. the Customer, fails to cancel a visit by the Company to provide the Services within a reasonable time before the visit;
 - ii. the Company is, through no fault of the Company, unable to access the Goods or any other equipment in order to carry out the Services;
 - iii. no fault is found in the Goods; or
 - iv. the fault results from a failure in the utility services connected to the Goods.
- d) If, at any time, the Customer requires Services in addition to those included in the Proposal or the Confirmation the Customer may at any time request such additional services, subject to payment of the then applicable specified fee (or a pro-rata amount of such fee).
- e) All Service visits not required must be cancelled before the engineer attends. The Company shall charge a reasonable fee (of no less than £50) for wasted time for:
 - iii. service visits which are no longer required but are not cancelled within a reasonable time (as determined by the Company) before the service engineer attends; or
 - iv. service visits attended where no access is gained either to the relevant Site(s), the relevant equipment or other areas within a Site to which access is required to perform the Services.

3. Call Outs

- a) The Customer has the option to use the Company for Call outs as per the terms stated in the Proposal or the Confirmation. Call Out charges will apply.
- b) The Company reserves the right, by giving notice in writing to the Customer at any time before attending a Call Out to increase the list price of the Call Outs to reflect any increase in the cost to the Company due to any change in the Call Outs which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.
- c) If a Call Out cannot be performed or is cancelled due to the Customer failing to provide proper access, facility or preparation of the item, unit, area or room on which the Services are to be undertaken, the Customer shall remain liable to pay the Fees related to the relevant Call Out.

4. Maintenance

- a) If the Proposal states that the Company will provide maintenance services, unless stated otherwise in the Proposal, the annual maintenance service does not include attendance on Site or repair of the Equipment between routine maintenance visits. Such repair or visits will be charged at the Company's then current rates. The annual maintenance charge does not include charges for replacement parts or batteries, which will be charged in addition to the annual charge.

5. The Equipment

- b) The Customer will make the Equipment available and provide a safe working environment to enable the Company's engineers to provide the Services. Where access to Equipment is restricted or prohibited by the Customer the Customer acknowledges and accepts that the Company accepts no liability whatsoever in respect of the failure of such Equipment.
- c) The Customer will ensure that the Equipment is operated in accordance with the manufacturer's instructions and that routine maintenance procedures are carried out. Failure by the Customer to comply with this clause will be treated as a material breach of the Contract giving the Company the right to, if it elects, treat such failure as a material breach and serve notice of termination with immediate effect in accordance with clause 4(c)(i), and/or charge the Customer its reasonable costs, losses and expenses arising as a result of the Customer's failure.
- d) In respect of maintenance Services, either before or during the Company's first visit, the Company will notify the Customer of items of Equipment that are substandard. Such items of Equipment should be replaced or brought up to an acceptable standard within 3 months of the Company notifying the Customer. Failure to do so will be viewed as a material breach of the Contract giving the Company the right to, if it elects, serve notice of termination with immediate effect in accordance with clause 4(c)(i) and/or increase the Fees to cover the Company's increased costs arising from such failure.
- e) The Customer agrees that it shall not interfere with, or allow anyone else to interfere with, adjust, service or attempt to repair or reset the Equipment at any time.

6. Term

- a) In relation to recurring Services under a Contract, including maintenance and/or monitoring services as described in a Proposal, the Contract shall commence on the Commencement Date, and shall continue for the period set out in the Proposal or the Confirmation, subject to a minimum period of 12 months (the "Fixed Term") and shall continue thereafter for successive periods of 12 months (the "Renewal Term") unless terminated in accordance with the Contract.
- b) The Company and the Customer shall each have the right to terminate the Contract in respect of the Services without reason upon three (3) months' prior written notice, such notice to expire at the earliest at the end of the Fixed Term or the then current Renewal Term.

Schedule 3 – Terms applicable to Fire Safety and Security

1. Liability under the Regulatory Reform (Fire Safety) Order 2005 (the “FSO”)

- a) The Customer acknowledges that at no time is the Company the “Responsible Person” as defined by Article 3 of the FSO. Unless expressly stated otherwise in writing the Customer is to be regarded as the Responsible Person” for the purposes of the FSO.
- b) The Company acknowledges that under Article 5(3) of the FSO those responsibilities and duties imposed by the FSO on the Responsible Person are also to be imposed on any other person who has, to any extent, control of the relevant premises so far as the requirements relate to matters within their control.
- c) The Company shall only be considered liable under Article 5(3) of the FSO in relation to matters that fall under its control pursuant to the terms of the Contract. The extent of the Company’s control and duties and obligations imposed on the Company shall be specified in the Contract and unless so specified, the Customer agrees that the Company does not have any such liability under Article 5(3) of the FSO.
- d) If the Company is providing a Fire Risk Assessment under the Contract, the Fire Risk Assessment shall only be valid and can only be relied upon by the Customer once it is signed on behalf of the Company by an authorised signatory. If the Customer believes that the Fire Risk Assessment requires revision, the Company must be given the opportunity to alter/ amend/review such Fire Risk Assessment. If the Company is not given such an opportunity, then it can no longer be regarded as having any obligation in respect of the Fire Risk Assessment as it does not have the necessary control.

2. Security Equipment

- a) With regards security alarm equipment, if the Equipment is connected to an alarm receiving centre, it is the Customer’s responsibility to make sure that the telephone line is working properly and the account correctly maintained. If the Equipment activates to the alarm receiving centre, the Customer must inform the Company as soon as possible. If the Equipment then needs to be reset, the Company may charge the Customer for such reset services at the Company’s then applicable rates.
- b) The Customer must notify the Company of any change in the layout of a Site, as this may affect the effectiveness of the Equipment to detect movement or intrusion.
- c) Where an installation is monitored by an alarm receiving centre for direct response by emergency services, it shall be a condition of such monitoring that an annual contract for routine maintenance exists between the Customer and the Company.
- d) Although a security alarm and connected devices are designed to detect or deter intrusion and reduce the risk of loss or damage, the Company does not represent or warrant that the installation cannot be neutralised, circumvented or otherwise rendered ineffective by unauthorised persons and in such event the Company shall not be liable for any loss or damage suffered by the Customer or other unauthorised persons.

3. Cancellation of Fire Risk Assessments

- a) The Company will charge a cancellation fee in relation to Fire Risk Assessments as follows:
 - a. 25% of the fee quoted if the Fire Risk Assessment is cancelled two days before the scheduled visit;
 - b. 50% of the fee quoted if the Fire Risk Assessment is cancelled 1 day before the scheduled visit; and
 - c. 100% of the fee quoted if the Fire Risk Assessment is cancelled on the day of the scheduled visit, including in circumstances where the fire risk assessor is unable to gain access to the property through no fault of their own.