



### **TERMS AND CONDITIONS APPLYING TO CCTV INSTALLATION**

Terms and conditions of installation, service, and monitoring of CCTV systems. "Customer" shall be used to identify name of Subscriber affixed to face of Contract and "Company" shall apply to Yellow Hat Security Solutions Limited.

**1) Installation:** Company agrees to install the equipment listed in a professional and workmanlike manner in accordance with the following conditions:

- A. Customer will make premises available without interruption during Company's normal working hours, 0900 to 1700., Monday through Friday, excluding holidays.
- B. Customer understands that the installation will necessitate drilling into various parts of the premises. Company intends to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration or furnishing of the premises, Company determines, in its sole discretion that it would be impractical to conceal the wiring, and, in such cases, wire will be exposed or trunked.
- C. Customer agrees to provide 240 AC electrical outlets at the designated locations for equipment requiring AC power, in the event that the Company has to provide these they will be at additional cost.
- D. Customer agrees to provide for any lifting equipment and civil works not covered by the company's schedule or proposal for works.
- E. Customer understands that installation requires drilling holes in interior and exterior walls. Company limits its liability to the patching of said holes and Company cannot be responsible for providing paint or wall coverings to match those colours or coverings existing within Customer's premises.

- . 2) Title to the equipment is to remain with Company until the full purchase price is paid which will fall due within the 10 days following installation. Failure to pay the purchase price of the installed equipment when due shall give Company the right, without obligation to repossess that equipment with or without notice, and to avail itself of any legal remedy. Any costs for collection, including reasonable legal fees are at the Customer's expense.

- . 3) LIMITED WARRANTY – FOLLOWING INSTALLATION:

- . All Hikvision equipment covered by 3 Year minimum manufacturer's warranty.

AT THE COMPANIES DISCRETION A CALLOUT FEE WILL BE APPLIED. ALL MATERIALS AND EQUIPMENT WILL BE REPAIRED OR REPLACED AT THE COMPANY'S OPTION WITH A NEW OR FUNCTIONAL OPERATIVE PART. LABOUR AND MATERIAL REQUIRED TO REPAIR OR REPLACE SUCH DEFECTIVE COMPONENTS TO THE SYSTEM WILL BE FREE OF CHARGE FOR A THE DURATION OF THE MANUFACTURERS WARRANTY FOLLOWING THE COMPLETION OF THE ORIGINAL INSTALLATION. THE CUSTOMER'S REMEDIES HEREUNDER AND UNDER ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, ARE EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT AS STATED ABOVE. COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, HOWEVER OCCASIONED. THE WARRANTY PRINTED ABOVE DOES NOT APPLY TO THE CONDITIONS LISTED BELOW AND IN THE EVENT CUSTOMER CALLS COMPANY FOR SERVICE UNDER THE WARRANTY AND UPON INSPECTION BY THE COMPANY REPRESENTATIVE IT IS FOUND THAT ONE OF THESE CONDITIONS HAS LED TO THE INOPERABILITY OR APPARENT INOPERABILITY OF THE SYSTEM, A CHARGE WILL BE MADE FOR THE SERVICE CALL OF THE COMPANY REPRESENTATIVE WHETHER OR NOT HE ACTUALLY WORKS ON THE SYSTEM. SHOULD IT ACTUALLY BE NECESSARY TO MAKE REPAIRS TO THE SYSTEM DUE TO ONE OF THE "CONDITIONS NOT COVERED BY WARRANTY", CHARGE WILL BE MADE FOR SUCH WORK AT COMPANY'S THEN APPLICABLE RATES FOR LABOUR AND MATERIAL.

Conditions Not Covered by Warranty:

- A. Damage resulting from accidents, acts of God, alteration, misuse, tampering and abuse.
  - B. Failure of Customer to properly follow operating instructions provided by Company at time of installation.
  - C. Trouble in leased telephone line or interruption to commercial power.
  - D. Any fines, fees or other costs due to false alarms.
  - E. Batteries, lamps, bulbs and other consumable items.
- 4) Errors or omissions in construction or installation of the system, including but not limited to, failure to wire any portion of the premises must be called to the attention of Company by Customer, in writing,

within ten (10) calendar days of completion of installation. Upon expiration of said ten (10) days, the installation and the protection provided shall be deemed accepted by Customer.

## **TERMS AND CONDITIONS OF MAINTENANCE SERVICE**

### Agreement

This one-year contract includes all maintenance repairs, labour and equipment replacement (within the warranty period) necessary to ensure full operation of the Closed-Circuit Television System. The contract shall renew automatically at each anniversary until terminated in writing by either party. Each renewal shall be for a minimum 12-month period. Any proposed change to the content or cost cover shall be notified prior to such anniversary. Payment is due upon presentation of invoice.

### Response Times

All breakdowns received by 10am will usually be attended to same day, or within 24 hours (Mon-Fri 09:00-17:00 but excluding weekends and public holidays). Between 17:00-09:00 Mon-Fri and 24 hours at weekends and public holidays an emergency response is available on request. For emergency response a call-out charge plus a labour charge will apply.

### Level of Cover

1. All callouts between Mon-Fri 09:00-17:00 (excluding weekends and public holidays) for equipment defect (except where specified are an exclusion). Outside of the hours covered an attendance and labour rate applies. For excluded items an attendance, parts and labour rate apply at all times.
2. Replacement parts for the security system caused by inherent defect without charge (within the warranty period), unless specified as excluded.
3. Any repairs that are subject to exclusion that are required to be carried out shall be charged additionally.
4. A warranty will apply to all new equipment installed by Yellow Hat Construction Ltd, or otherwise as covered by this Contract.
5. Adjustment of cameras and lenses to maintain optimum performance. Where the camera has been supplied <sup>[ ]</sup>and installed by others, optimum performance will be limited to the capability of such equipment.
6. One routine service of the system per annum - report and recommendations where appropriate, subject to agreed service charge in advance.
7. Emergency call-out facility. Subject to agreed call out and service charge agreed in advance.

The following exclusions apply:

1. Defects or alterations to the security system caused by or arising from any circumstances beyond the control of the Company. For example, fire, flood, lightning, act of God, war, civil disturbance, malicious damage, vandalism, negligence, interference, modification to the premises, misuse, or failure to operate the security system by the subscriber or any other persons. The cost of repairs or replacement due to defects of the security system caused by environmental conditions or processes not normally found at the premises or introduced after the contract start date. Bulbs, lighting elements, and lighting units are excluded and shall be chargeable.
2. Malfunctions due to mains power supplies, power spikes, corruption or interruption or fluctuation or radio interference, nor the replacement of equipment damaged by such. The cost of a call-out to attend a fault or re- setting of equipment by any person other than the authorised Company. Users of time-lapse videos are required to change tapes after 10 full uses per tape and must use a replacement recommended by the Company otherwise the guarantee on the VCR might be voided due to excessive head wear.
3. Internal and external cable damage either over or underground.
4. The addition of any non Yellow Hat Security Solutions Limited authorised software, changing any programme settings or equipment move, replacement or addition.
5. Consumable items such as lamps (infra-red or otherwise) and HDD/ SSD's
6. Hiring of scaffolding, hoists or other specialised climbing apparatus will be charged to the subscriber when such equipment is required. The maintenance programme assumes that all parts of the CCTV system are at such height as to be accessible safely using secure steps or ladders, as per our Health and Safety Policy.
7. Equipment stolen or damaged.
8. The effectiveness of existing equipment supplied by others is excluded.

#### Maintenance Considerations

9. The effectiveness and reliability of existing cabling by others is excluded.
10. Resetting of cameras is excluded. The resetting of cameras to be sanctioned carried out and changed additionally.
11. ISDN,BT Telephone line fault and user error.
12. ASDL/SSDL broadband line fault or service outage.

13. It is the sole responsibility of the customer to arrange insurance of the equipment specified in this quotation against theft or damage.

14. If hired the system must be returned in a clean, serviceable, and working condition.

Yellow Hat Security Solutions Limited

**IMPORTANT NOTICE: THE FOLLOWING AGREEMENT GOVERNS THE TERMS AND CONDITIONS UNDER WHICH THE MONITORING SERVICE IS PROVIDED. IF YOU INTEND TO AVAIL OF THIS SERVICE, IT IS ESSENTIAL THAT YOU READ THE AGREEMENT CAREFULLY, ACCEPTANCE OF QUOTATION DEEMS ACCEPTANCE OF CONDITIONS**

The Company engaged, Yellow Hat Security Solutions Limited, in the business of providing a Monitoring Service, whereby a CCTV System may from time contact Receiving Equipment in one of the Company's Monitoring Stations (as such items are hereafter defined).

- A. Arrange for all the necessary connections to be made to the Central Station (other than those required to be made by any other body in compliance with statutory, or other legislative, requirements)
- B. This agreement is entered into between the parties to regulate the provision of the said Monitoring Service.

NOW IT IS HEREBY AGREED by and between the parties as follows:

**1. DEFINITIONS**

"Alarm Conditions" means any conditions arising at the Monitored Property requiring action by the Company with reference to the Emergency Instructions. "Yellow Hat Security Solutions Limited" means the intruder, fire or other electronic protection or signalling system, installed at the Monitored Property.

"The Communications Path" means the public telephone network, mobile phone network or a wireless frequency or frequencies or any landline or landlines, cable or other communications medium which may be used as a means of carrying a signal from the Yellow Hat Security Solutions Limited System to the receiving Equipment.

"Connection Date" means the date upon which the Yellow Hat Security Solutions Limited System is connected to the Receiving Equipment, and provided that the Emergency Instructions have been given, the date on which the Monitoring Service commences. "The Central Stations" means the command centre of the Company or central station from which the Monitoring Service may be provided from time to time for the duration of the Agreement.

"Emergency Instructions" means the written instructions and any alteration thereto given by the Subscriber (and in the case of a limited liability company, signed by a person duly authorized by the subscriber) to and accepted by the Company as to the action to be taken in the event of an Alarm Condition at the Monitored Property.

“Emergency Services” means Police, Fire Brigade, Ambulance, or other emergency response services as may be appropriate to be notified in the event of an Alarm Condition but shall not include any person attending a Monitored Property as a key holder or any other reason. “Monitored Property” means the premises or property of Subscriber in respect of which the Monitoring Service is provided.” The Monitoring Service” means the service whereby the Yellow Hat Security Solutions Limited System may from time to time contact the Receiving Equipment and, in the event of an alarm condition, whereby the company acts in accordance with the emergency instructions.” The Receiving Equipment” means the device or devices located in the Central Station to receive signals from the Yellow Hat Security Solutions Limited System via the communications path and to translate such signals into audible signals and/or visual display, including any computing devices used to process such signals.

## 2. MONITORING SERVICE

(a) In consideration of the Monitoring Fee the Company shall provide the

(b) In consideration of the Monitoring Service, the Subscriber shall pay the Monitoring Fee.

## 3. TERMS OF PAYMENT

(a) Payment of the Monitoring Fee shall be made to the Company in Sterling. Monitoring fees are paid in advance by standing order or direct debit. Fee subject to review in accordance with the provision of clause 10. hereof.

(b) The Monitoring Fee shall be paid without reduction or deferment on account of disputes, cross claims or for any other reason whatsoever. If the Subscriber shall fail to pay the Monitoring Fee on the due date, the Company may suspend the Monitoring Service under this or any other agreement and if the Monitoring Fee shall remain in arrears for seven days after demand shall have been made, the Company may cancel this or any other such agreement and, in either case, without prejudice to any other right the Company shall have.

(c) Without prejudice to the foregoing the Subscriber shall pay to the Company interest on overdue payments calculated on the day-to-day balance at a rate of interest equal to that payable by the Company on Single A overdraft borrowing as such rate may vary from day to day. Such interest shall be payable on demand and may be charged and added to the balance of overdue payments. A statement from the Company as to the rate of interest applicable under this paragraph shall in the absence of manifest error, be conclusive.

(d) Nothing in this clause shall be taken as limiting the Company’s rights under clause 8 hereof.

**4. SUBSCRIBERS OBLIGATIONS** The subscriber shall:

- (a) Arrange for all the necessary connections to be made.
- (b) Not alter, interfere with, or permit any alteration or interference with the Yellow Hat Security Solutions Limited System other than for the purpose of maintenance and/or repair of the Yellow Hat Security Solutions Limited System.
- (c) Give to the company 30 days prior notice of any proposed structural alterations to the Monitored Property and of any modifications to the Yellow Hat Security Services Limited System or to the Communications Path which may affect the Monitored Service.
- (d) Notify the company forthwith in writing of any alterations or amendments to, or modifications of, the Emergency Instructions.
- (e) Ensure that, in the event of an Alarm Condition occurring accidentally or inadvertently, it shall immediately notify the Central Station by telephone, and if requested, confirm same by written notification.
- (f) Ensure that it makes available such components of the Communications Path as may be necessary for the operation of the Monitoring Service, and shall further ensure that the cost of the Communications Path together with all charges for the continued use thereof, are punctually paid to Eircom or other authority as the case may be.
- (g) In the event of any defect or fault occurring in the Yellow Hat Security Solutions Limited System, or of any change to the Communications Path at the Monitored Property affecting the Monitored Services, at Company's request and without undue delay, remedy, or arrange to remedy, the said defect or fault and make such changes or repairs as are required to restore the Yellow Hat Security Solutions Limited System or Communications Path to proper working order.
- (h) Obtain and maintain any licences or consents as may be required from time to time by the Department of Communications, Energy and Natural Resources or other authority and produce same within seven days of being requested to do so by the Company.
- (i) On termination of the Agreement for any reason whatsoever
- (i) At the Company's request and without undue delay, arrange to have the Yellow Hat Security Solutions Limited System disconnected and remove or cause to be removed from the Central Station all components of the Communications Path exclusively relating to the monitored service.
- (ii) Make whatever arrangements it shall at its own discretion deem necessary for the provision of an alternative Monitoring Service.



## 5. LIMITATION OF MONITORING SERVICE

(a) If, at any time, the Monitoring Fee shall be in arrears for a period of 30 days or more, the Company shall not be bound to perform any of its obligations hereunder.

(b) The Company reserves the right to withdraw or curtail, without refund or liability, the Monitoring Service to the Monitored Property if any of the following events occur:

(i) The Emergency Services or any of them refuse to respond to an Alarm Condition or withhold or otherwise withdraw their service in respect of the Monitored Property.

(ii) If the subscriber refuses or fails to provide adequate Emergency Instructions: or

(c) (i) Notwithstanding the above, this agreement may be terminated forthwith, if at any time, the Central Station/or the Receiving Equipment are destroyed or damaged so that they cannot reasonably be used, or if the Company is unable to secure or retain the components of the Communications Path required for the receipt of signals from the Monitored Property and such termination shall not give rise to any claim by the subscriber against the Company.

(ii) In the event of such termination referred to at (c)(i) above, the Company shall refund to the subscriber a proportion of the Monitoring Fee in respect of the period for which Monitoring Service shall not be provided and for which the Monitoring Fee has been paid.

## 6. LIABILITY OF THE COMPANY

(a) Insofar as is permitted by the law, the Company shall not be liable whether in contract, tort or otherwise, for any loss, damage or expense of any kind whatsoever, consequential or otherwise, arising out of or in connection with the operation, non-operation or faulty operation of the Monitoring Service, the communication Path or the Central Station howsoever caused, or arising by reason of any failure of the Company to respond to an Alarm Condition, or to contact the Emergency Instructions or from any other cause, whether or not such act, omission or neglect on the part of the Company, its servants or agents, amounts to a fundamental breach of this Agreement.

(b) The Company shall have no liability arising out of or in connection with any incidents involving the failure of the Monitoring Service to respond to an Alarm Condition when such failure is caused by the operation or faulty operation of the Alarm System whether on the part of the Subscriber, employees, or agents and/or the installer, its employees or agents.

(c) The Company shall have no liability arising out of any incidents involving a failure, delay, or refusal to respond to an Alarm Condition on the part of any of the Emergency Services, or any other party.

(d) The Company shall have no liability for any loss, damage or expense arising out of the failure on the part of the Subscriber to make satisfactory arrangements for the provision of an alternative monitoring service in the event of termination of the Agreement for any reason whatsoever.

## **7. REMEDIES FOR ANY DEFECTS ETC**

(a) It is understood and agreed that the Receiving Equipment may not be compatible with all video transmission systems.

(b) The Company does not guarantee or warrant that the Receiving Equipment or Monitoring Services will alert or prevent occurrences, or the consequences thereof, which the Receiving Equipment, or Monitoring Services is designed to alert or prevent.

(c) If due to non-payment of overdue sums to the Company, the Monitoring Service is not properly in use, the Company shall be entitled to make a charge for any work required to restore the Monitoring Service.

(d) The Company's liability for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of or in connection with or resulting from the supply of the Monitoring Service shall be limited to the greater of a sum equal to ten percent of the Monitoring Fee plus two hundred pounds. In no event shall the Company be liable for any loss of profits, or special or consequential damages suffered by the Subscriber. Nothing contained in this paragraph shall by implication create any liability or obligation on the part of the Company or effect or diminish any disclaimer or liability elsewhere contained herein.

(e) Any claim related to the Monitoring Service shall be notified to the Company within fourteen days from the date of the event giving rise to the claim, and the subscriber shall afford the Company reasonable facilities for examining the CCTV system and Communications Path.

## **8. DEFAULT BY THE SUBSCRIBER**

If the Subscriber:

(a) fails to comply with any term of this Agreement (including stipulations as to payment): or

(b) commits an act of bankruptcy or receives any petition or receiving order in bankruptcy, makes an arrangement or composition with creditors or suffers any distress or execution: or

(c) resolves or is ordered to be wound up or has a receiver or an examiner appointed then in any such event, the Company shall have the right (without prejudice to any other remedies) to cancel, withhold or suspend the Monitoring Service and to demand payment forthwith of all sums due by the Subscriber to the Company.

## **9. INSURANCE**

It is understood and agreed by the Subscriber that the Company is not an insurer and that any insurance in respect of the Alarm System and the Monitored Property should be obtained by and at the expense of the Subscriber. It is further understood and agreed by the Subscriber and the Company that the Monitoring Fee is based solely on the value of the Monitoring Service and is unrelated to the value of the Monitored Property or any other Property located in the Monitored Property.

## **10. TERM/ RENEWAL/ TERMINATION OF MONITORING SERVICE**

(a) The duration of the Agreement shall be five years commencing on the Connection Date and ending on the fifth anniversary thereafter, unless otherwise stated in the Agreement. This agreement shall automatically renew itself. One party shall give to the other (3) months prior written notice of termination of the Agreement, such notice to expire before the expiration of the five-year period and, in case of an annual renewal, prior to the expiration of the annual period.

(b) The Company shall have the right to increase the Monitoring Fee on each anniversary of the Connection Date

(c) The Company shall be entitled to terminate this Agreement on such grounds as it shall, at its sole discretion, deem reasonable prior to its expiration in accordance with sub-clause (a), on giving the Subscriber thirty days prior written notice of its intention to do so, and in such event shall repay to the Subscriber such proportion of the Monitoring Fee as shall have been paid by the Subscriber for the unexpired period of the Agreement during which the Monitoring service shall not be provided.

(d) If the Monitoring Fee shall remain unpaid for a period of thirty days from the due date of payment the Subscriber shall procure permission for the Company, its servants, or agents at all reasonable times to enter the Monitored Property to disconnect the Alarm System from the Receiving Equipment and/or cease to provide the Monitoring Service.

## **11. GENERAL**

(a) The contractual rights which the Subscriber enjoys by virtue of Section 39 of the Sale of Goods and Supply of Services Act 1980 are in no way prejudiced by anything contained herein save to the extent permitted by law.

(b) Words and expressions defined in the Sale of Goods and Supply of Services Act 1980 shall, when used in this Agreement save where the context otherwise requires, bear the same meanings as therein. In particular all references to "goods" shall be interpreted to include all goods and materials supplied under a contract for the supply of services.

(c) This Agreement shall apply to the supply of all Monitoring Services by the company, its servants and agents to the Subscriber and supersedes all previous terms and conditions appearing in any advertisement of the Company or elsewhere and no advice, presentation, promise, condition, inducement or warranty, express or implied, given by the Company not included in writing in this Agreement and no variation or purported variation, whether before or after the making of this Agreement, shall have any effect or binding upon the Company unless expressly agreed to and accepted in writing by a director or duly authorised officer of the Company.

## **12. INDEMNITY**

(a) In the event of the Alarm System being connected to the Emergency Services or any of them, the Subscriber agrees to indemnify and keep indemnified the Company against all liability arising under any agreement which the Company may have entered into with the relevant Emergency Service in order to obtain a licence to make the connection at the Police or Fire Station.

(b) The Subscriber hereby indemnifies the Company in respect of any charge due in respect of a visit to the Monitored Property required by any of the Emergency Services or any other Authority, the Installer or any person noted in the Emergency Instructions, as a result of a fault in, or the Alarm System or the Communications Paths or due to any other circumstances outside the Company's control or due to the failure of the Subscriber, its employees or agents to operate the Alarm System correctly.

(c) Nothing in this Agreement shall constitute or be construed as a representation or warranty to the Subscriber nor shall it form part of or be construed as an Agreement between either the Company and the Installer or the Subscriber and the Installer.

(d) The Company shall at all-time be entitled to perform any or all of its obligations hereunder using sub-contractors employed or to be employed by the Company at any time and from time to time.

## **13. NOTICE**

Any notice or direction to be served by any party hereto on any party hereto shall, unless otherwise stated, be sufficiently served if delivered by hand or posted by prepaid registered post to the last known address of the person to be served and any such notice shall be deemed to have been served at the time of delivery or three business days after the time of posting as the case may be and for the purposes of this clause the expression "Business Day" shall mean a day upon which the associated banks are open for business in the UK.

#### **14. ENFORCEABILITY**

Any provision to this Agreement prohibited by, or unlawful or unenforceable under, any applicable law shall (to the extent required by such law) be ineffective without modifying the remaining provision of the Agreement but where the provision of such applicable law may be waived, they are hereby waived to the full extent permitted by such law to the end that the Agreement shall be valid, binding, and enforceable in accordance with those terms.

#### **15. FORCE MAJEURE**

The Company shall not be under any liability of whatever kind for non-performance in whole or in part of its obligation under this Agreement due to causes beyond the control of the Company or its suppliers including, but not limited to, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, acts of the Subscriber or a third party, failure or delay in transportation, acts of any Government or other agency or sub-division thereof, Government regulations, judicial actions, labour disputes, strikes, embargoes, illness, accident, fire, explosion, flood, tempest, lightning strikes or other acts of God, delay in delivery to the Company or its suppliers or shortage of labour, fuel, raw materials or machinery or technical failure. In any such event the Company may, without liability, cancel or vary the terms of contract including, but not limited to, extending the time, for performing the Agreement for a period of at least equal to the time lost by reason of such causes.

#### **16. ASSIGNMENT**

(a) The Company may assign or transfer the benefit of this contract or all or any of its rights or obligations hereunder to any person or persons.

(b) The Subscriber shall not assign or transfer to any person or persons the benefit of this contract or all or any of its rights or obligations hereunder without prior written consent of the Company, which consent shall not be reasonably withheld.

#### **17. ARBITRATION**

Any disputes, differences or questions arising between the parties as to the construction of this Agreement or as to any matter or thing arising out of this Agreement or in any way connected therewith shall be and is hereby referred to the arbitration of a single arbitrator to be agreed by the parties or in default of agreement to be the President for the time being of the IET ("The Arbitrator"). The Arbitrator so agreed or appointed hereunder shall exercise all the power conferred on arbitrators by the Arbitration Act 1954 and 1980 or any statutory amendments thereof.

## 18.GOVERNING LAW

This Agreement shall be governed and construed in all respects in accordance with the laws of England.

## 19.ACCEPTANCE

- A) I/We, the subscriber, hereby acknowledges that we have read and understood the terms hereof and that the same Agreement exists between us and is a legal, valid, and binding Agreement.
- B) I/We, the subscriber, hereby acknowledges that we have taken professional advice and confirm our acceptance of the same.

## **Terms and Conditions of Hire**

In this document the following words shall have the following meanings (The Owner) means the company, firm or person hiring out the Equipment. (The Site) means the premises or site specified by the Hirer where the Equipment is to be used. (The Hirer) means the company, firm or person who hires the Equipment from the Owner. (The Equipment) means [anything the Owner agrees to rent to the Hirer]

### General

These Terms and Conditions shall apply to all contracts for the hire of the Equipment by the Owner to the Hirer to the exclusion of all other terms and conditions referred to, offered or relied on by the Hirer unless the Hirer specifically states in writing, separately from such terms, that it wishes such terms to apply, and this has been acknowledged by the Owner in writing.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Owner.

By accepting the Equipment at the Site, the Hirer is agreeing to these Terms and Conditions unless otherwise agreed in writing.

All Equipment is hired on the basis of the payment being made by standing order per month

Where the breakdown of the Equipment is caused by fair wear and tear or by a fault in the Equipment full allowance for the hire charges will be made to the Hirer. Breakdown time in respect of such periods shall be allowed for not more than 8 hours per day less the actual hours worked.

The Hirer shall be responsible for insuring the Equipment against loss, damage, or theft. The Equipment shall be insured for the manufacturer's current published list price.

## Commencement

The period of hire shall commence from the time that the Equipment leaves the Owner's premises or other agreed location and shall continue until returned to the Owner's premises or other agreed location or termination of hire is confirmed in writing if the Owner is to collect.

## Hirer's Obligations

The Hirer must.

1. Use the Equipment in a skilful and proper manner and not use the Equipment for any purpose beyond its capacity.
2. Regularly check the condition of the Equipment during the period of hire. The Hirer shall be responsible for any damage or loss arising from the continued use of Equipment in an unsafe condition.
3. During the period of hire ensure the security and safekeeping of the Equipment.
4. Allow the Owner access to inspect, repair or replace the Equipment upon reasonable notice at any time.
5. Immediately inform the Owner of any breakdown of the Equipment or any problem affecting the working of the Equipment.
6. Not repair the Equipment without the prior written consent of the Owner.
7. Not to move, reassign, re-programme, change settings or tamper with the equipment in any way without the prior written consent of the Owner.
8. Read any relevant operating and safety instructions supplied with the Equipment and only use the Equipment or fit any accessories in accordance with those instructions.
9. Unless otherwise agreed in writing by the Owner, keep the Equipment in its own possession at the Site.
10. Return the Equipment in the same condition as when it was supplied to the Hirer, reasonable wear and tear excepted. Equipment not returned will be charged for at the manufacturer's current published list price. Hire fees will continue to be charged up to the time the Equipment is paid for in full.

11. Not sell or offer for sale, assign, mortgage, pledge, re-hire or lend the Equipment to any third party.
12. Comply with any relevant Government or Local Authority Regulations.
13. Arrange for the relevant DPA compliant CCTV operator's license (Yellow Hat Security Solutions Limited will supply DPA compliant warning boards).
14. Arrange and service a dedicated BT phone line (the installation and rental charges of same).
15. Service all power requirements (electricity costs).

#### Delivery and Return

Unless otherwise agreed in writing, the Hirer is responsible for loading, transporting, and unloading the Equipment at the Site and on its return to the Owner and for all costs incurred in connection therewith, and any driver or operator supplied by the Owner shall be deemed to be under the Hirer's control and shall comply with all directions of the Hirer.

Upon delivery of the Equipment, any defects or dissatisfaction must be notified immediately to the Owner and confirmed in writing within 2 working days. In the absence of such notification the Equipment shall be deemed to be in good order in accordance with the terms of the contract and to the Hirer's satisfaction.

#### Breakdown and Repairs

Where the breakdown of the Equipment is caused by fair wear and tear or by a fault in the Equipment or where stoppage occurs in the course of carrying out normal repairs, full allowance for the hire charges will be made to the Hirer, any claims to be considered from the time and date of notification by the Hirer.

Where the breakdown of the Equipment is caused as a result of the negligence or misuse by the Hirer, the Hirer shall be responsible for all loss or damage incurred by the Owner arising from any breakdown and for the payment of the hire charges during the period the Equipment is inoperable due to such breakdown.

Where the Owner decides to carry out urgent repairs to the Equipment during the period of hire, the Owner shall be obliged to replace the Equipment with equipment of a similar type and the Owner shall be liable for all transport costs involved. Where no replacement equipment is available the Owner shall be entitled to terminate the hire immediately by notice in writing to the Hirer.



The Owner shall be liable for all transport costs where termination occurs within 3 months of the start of the period of hire and for the costs of loading and returning the Equipment where termination occurs more than 3 months after the start of the period of hire.

#### Liability

The Owner shall not be liable to the Hirer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Hirer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

The Owner shall not be liable for any loss or damage arising from any cause beyond its reasonable control.

The liability of the Owner with respect to any claims arising out of the hire shall be limited to replacement of the Equipment with similar Equipment or at the Owner's option termination of this contract and restitution of the amount of any charges paid with respect to any period for which the Equipment was inoperable.

Nothing in these Terms and Conditions shall exclude or limit the liability of the Owner for death or personal injury caused as a result of the Owner's negligence, breach of contract or otherwise.

#### Indemnity

The Hirer agrees to indemnify and hold the Owner and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Owner by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Equipment during the period of hire.

#### Termination

Where there is no fixed period of hire, the period of hire may be terminated by either party giving to the other 30 days' notice in writing and the Hirer's obligations under this agreement shall continue until the Equipment is returned to the Owner.

If the Hirer defaults in the prompt payment of any sum due under this agreement or is in breach of any of the Terms and Conditions of this agreement, or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors, the Owner shall be entitled to terminate the hire immediately by notice in writing to the Hirer and it shall thereupon be lawful for the Owner to retake possession of the Equipment.

It will be for that purpose to enter into or upon any premises where the same may be and the termination of the hire under this clause shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under this agreement or damages for breach thereof.

## Severance

If any term or provision of these Terms and Conditions is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## **Yellow Hat Security Solutions Limited – General Terms and Conditions of Business**

1. In addition to Ss 13, 14 and 15 of Part 11 of the Supply of Goods and Services Act 1982 the under mentioned Terms and Conditions shall constitute the Terms and Conditions for the supply of Security Services by Yellow Hat Security Solutions Limited, 13 Victoria Road, Shifnal, Shropshire, TF11 8AF to any person, persons, firm or company (the Client) who shall instruct it to undertake such work, either verbally or in writing and, save as provided herein, no other terms or conditions amendments or variations whether written oral or otherwise shall apply whether expressly given or implied. These Terms and Conditions are as follows:
  2. Definitions In these Terms and Conditions the following expressions shall have the following meanings:
    - 2.1 'Business Hours' and 'Working Days' shall mean the usual business hours operated by Yellow Hat Security Solutions Limited that is to say a continuous twenty-four-hour working pattern Monday to Sunday inclusive or such shift hour pattern as Yellow Hat Security Solutions Limited may prescribe in writing from time to time.
    - 2.2 'Client' shall mean any person, persons, firm or company requiring/purchasing the services supplied by Yellow Hat Security Solutions Limited.
    - 2.3 'The Contract' shall mean the work and/or services requested by the client and to be performed, carried out or undertaken by Yellow Hat Security Solutions Limited and which are essential or conducive to the contract, irrespective of whether or not such additional and/or ancillary work or services were envisaged at the commencement of the contract.
    - 2.4 'The Charge' shall mean the costs charges and expenses for work undertaken and services supplied by the employees or sub-contractors engaged by Yellow Hat Security Solutions Limited which, for the avoidance of doubt shall include any disbursements arising or incurred by Yellow Hat Security Solutions Limited for or on behalf of the client in carrying out the work or services required by the client during the subsistence of the Contract or which were necessarily incurred to complete the Contract.

- . 2.5 'Invoice' shall be deemed to include all invoices produced and submitted by Yellow Hat Security Solutions Limited whether produced as an interim, periodical or final invoice or otherwise more than one invoice.
- . 2.6 'Negative Clearance' shall mean any cheque offered to Yellow Hat Security Solutions Limited by a client which does not clear for payment or where such cheque has been dishonoured or which is subject to re-presentation or any indication Yellow Hat Security Solutions Limited may give to its client by telephone or other form of communication that payment is unsatisfactory

### **3. Contractual Obligations**

- . 3.1 Contracts are made only upon and subject to these Terms and Conditions.
- . 3.2 It is conditional upon the client to supply Yellow Hat Security Solutions Limited with all relevant, accurate, and comprehensive details and information concerning the proposed enquiry/ Contract/transaction such as to enable Yellow Hat Security Solutions Limited to undertake a proper evaluation of any action or work necessary in respect of the Contract/ enquiry/transaction and to offer best advice, recommendations, proposals and assistance to the Client in the carrying out of the Contract.
- . 3.3 Yellow Hat Security Solutions Limited reserves the right to request the client's confirmation in writing that all such information given is accurate and correct in all respects. The responsibility for the prevention and detection of irregularities and fraud rests with the client.
- . 3.4 No charge estimates quotation or tender given or made either orally or in writing by Yellow Hat Security Solutions Limited shall be taken to be a fixed quotation fee. Upon request, Yellow Hat Security Solutions Limited will issue a written estimate of the contract charge but this shall not be taken to be a fixed quotation under any circumstances.
- . 3.5 Any typographical clerical or other error or omission in any publicity literature, quotation, invoice or other documentation or information issued by Yellow Hat Security Solutions Limited Ltd shall be subject to correction without any liability on the part of Yellow Hat Security Solutions Limited.
- . 3.6 Unless expressly stated otherwise, in any communication issued by Yellow Hat Security Solutions Limited all estimates are valid for a period of 7 days only from the date of estimate. Yellow Hat Security Solutions Limited may in its absolute discretion accept or reject any contract to provide services placed by the client without being required to give reason therefore
- . 3.7 Yellow Hat Security Solutions Limited reserves the right to review its charges and/or contract price during the subsistence of the Contract if the Contract involves additional or further work than originally envisaged, or if the client introduces other matters into the Contract which did not form part of the original Contract.

#### 4. Deposit

Yellow Hat Security Solutions Limited reserves the right to require the client to pay a deposit or retainer on account of the Contract up to an amount of fifty per cent of the estimated contract/ transaction charge or cost, such payment to be paid to Yellow Hat Security Solutions Limited in cash or in cleared funds at least seven days prior to the estimated or actual commencement date of the Contract.

#### 5. Cancellations, Termination, Suspension or Postponement of Contract by the Client

5.1 In the event of the client terminating or cancelling the contract the client shall remain liable for the discharge in full of all charges costs expenses and disbursements incurred by Yellow Hat Security Solutions Limited in respect of the contract up to and including the date of termination or cancellation by the client and the client shall incur a termination fee of fifty per cent of the fee quoted by Yellow Hat Security Solutions Limited (excluding disbursements) by way of damages for breach of contract.

5.2 In the event that the client postpones or suspends the completion of the contract, the client will be held liable to discharge in full all costs, expenses and disbursements incurred by Yellow Hat Security Solutions Limited up to and including the date of suspension or postponement of the Contract and shall incur a Suspension fee of £100.00 to be paid within 3 working days of notification of the Postponement or Suspension by the client.

5.3 In all other respects, Contracts may only be cancelled, terminated, postponed, or suspended upon 30 days' notice in writing and receipt of Yellow Hat Security Solutions Limited written acceptance of such cancellation, termination, postponement, or suspension.

6. Termination of Contract by Yellow Hat Security Solutions Limited. Notwithstanding the provisions of Clause 10 hereof Yellow Hat Security Solutions Limited reserves the right to terminate its Contract with the client if:

- 6.1 The client fails to make any payment due under the Contract within seven days of the obligation arising or if the client continues for two weeks to be in breach of any of its obligations under the Contract after Yellow Hat Security Solutions Limited has given written notice of the breach complained of to the client: or
- 6.2 The client fails to produce or provide any relevant information necessary to complete the Contract within a reasonable period of time of a request to do so or if Yellow Hat Security Solutions Limited has reason to believe, or it becomes apparent that the client is (without cause or good reason) obstructive or displays acts of non-co-operation in the completion or fulfilment of the Contract.

6.3 Notwithstanding the termination of the Contract, all rights and liabilities of the client for monetary compensation or for any sum due at the date of termination shall continue to be a debt owed by the client to Yellow Hat Security Solutions Limited and enforceable by Yellow Hat Security Solutions Limited at the cost of the client.

## 7. Terms of Payment

7.1 The client shall pay to Yellow Hat Security Solutions Limited the charges (including disbursements and Value Added Tax) invoiced by Yellow Hat Security Solutions Limited as shown on any invoice or invoices delivered to the client, such payment to be made within ten days of the date of such invoice.

7.2 Yellow Hat Security Solutions Limited shall be entitled to charge and recover interest from the client in respect of any invoice which remains outstanding for 14 days after the date of invoice in respect of unpaid fees, charges, costs and disbursements in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 at the rate of 8% over the base rate of HSBC Bank plc

7.3 Where it is a term of the contract that payment of Yellow Hat Security Solutions Limited's invoice is dependent upon the issue of a certificate from a third party, the due date for payment of Yellow Hat Security Solutions Limited's invoice shall be not later than three days after the issue of the relevant certificate.

7.4 Yellow Hat Security Solutions Limited will not, unless otherwise expressly agreed in writing, accept part payment, payment by instalments or payment on account of any invoice delivered to a client.

7.5 Any dispute by the client for any invoice or invoices regarding hours charged by Yellow Hat Security Solutions Limited or any inconsistency perceived must be made in writing to Yellow Hat Security Services Limited within 14 days of the date of invoice. Failure to adhere to this will terminate any dispute claim. <sup>[L]</sup><sub>[SEP]</sub>

8. Late Payment In addition to Clause 7.1 hereof, when an invoice is overdue for payment Yellow Hat Security Solutions Limited may suspend its performance of the contract to which the invoice relates and/or suspend any other contract then subsisting between the client and Yellow Hat Security Solutions Limited.

## 9. Retention of Title

9.1 Notwithstanding the completion of the contract or any other provision of these Terms and Conditions the property or title in the documents, papers or other material produced by Yellow Hat Security Solutions Limited for, or on behalf of the client, shall remain the property of Yellow Hat Security Solutions Limited until the client has paid to Yellow Hat Security Solutions Limited and Yellow Hat Security Solutions Limited has received the cash or cleared funds representing payment in full of its invoice and all other fees for contract and/or services agreed to be provided by Yellow Hat Security Solutions Limited for which payment is then due.

9.2 Yellow Hat Security Solutions Limited shall be under no obligation to release any papers, documents, or other material until payment in full has been received by Yellow Hat Security Solutions Limited and cleared on presentation.

9.3 In the event of there being negative clearance of a cheque presented by the client, the provisions of this clause shall remain in full force and effect and until such time as the property or title in the documents papers or other material is released to the client Yellow Hat Security Solutions Limited shall continue to hold such documents papers and material as the client's fiduciary agent and bailee.

9.4 Until full payment has been received by Yellow Hat Security Solutions Limited the client shall have no claim or entitlement to any documents papers or other material held by Yellow Hat Security Solutions Limited. The client shall not be entitled to require Yellow Hat Security Solutions Limited to deliver up any such papers documents or other material to any agent or third party acting for, or on behalf, or in the name of the client.

9.5 The client shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the papers documents or other material which remain the property of Yellow Hat Security Solutions Limited but if the client does so, all monies owing by the client to Yellow Hat Security Solutions Limited shall (without prejudice to any other right or remedy of Yellow Hat Security Solutions Limited) forthwith become due and payable.

- 10.** Insolvency and Bankruptcy Yellow Hat Security Solutions Limited shall have the right to terminate the contract forthwith where the client becomes insolvent or bankrupt or makes an arrangement with its creditors or suffers a Receiver to be appointed or, being a body corporate, enters into liquidation (other than in connection with a reconstruction or amalgamation) in any of which cases Yellow Hat Security Solutions Limited shall have no further obligation hereunder and Yellow Hat Security Solutions Limited's charges and fees for services undertaken and work done, including disbursements accrued, shall immediately become due and payable.

**11.** Recovery proceedings Yellow Hat Security Solutions Limited reserves the right to instigate legal or other recovery proceedings for all and any fees due and payable by or from the client if payment of such fees (including disbursements and Value Added Tax) has not been discharged in full by the client within thirty days after the due date of payment.

11.1 Recovery proceedings will incur to the client in addition to the amount due:

(a) Administration charges.

(b) a charge for interest in accordance with clause 7.1; and

(c) together with any other costs/expenses howsoever incurred by Yellow Hat Security Solutions Limited or its Agents in the recovery of the debt.

**12. Force Majeure**

Yellow Hat Security Solutions Limited shall not be liable to the client or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform any of its obligations in relation to the provision of services or work if the delay or failure was due to any cause beyond the reasonable control of Yellow Hat Security Solutions Limited. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Yellow Hat Security Solutions Limited's control:

- . a) Act of God, explosion, flood, tempest, fire or accident, War or threat of war, sabotage, insurrection, civil disturbance, or requisition.
- . b) Acts, restrictions, regulations, bylaws, prohibitions, or measures of any kind on the part of any governmental, parliamentary, or local authority.
- . c) Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of Yellow Hat Security Solutions Limited the client or a third party); and Power failure or breakdown in electrical or electronic equipment.

**13.** General Provisions Any Notice given shall be given in writing and sent either by hand, first class post or facsimile transmission. Notice shall be sent in the case of a client, to the address to which Yellow Hat Security Solutions Limited had last previously directed its communication, or to the private address of the proprietor, partner, director of the client and, in the case of a corporate client, to its Registered Office or trading address. Notices sent by post shall be deemed (unless the contrary can be proved) to have been delivered on the first working day after posting. Letters sent by facsimile transmission shall be deemed to have been received on the day of transmission.

**14.** Governing Law-These terms and conditions shall be governed and construed in accordance with English Law and all disputes arising in connection therewith shall be submitted to the jurisdiction of the English Courts.