

**TERMS AND CONDITIONS OF BUSINESS
FOR
OXFORD ALARM COMPANY LTD**

1 DEFINITIONS

The following statements shall have the following meanings

- 1.1 **"SUPPLIER"** meaning Oxford Alarm Company LTD registered office 13 Orchard Way, Bicester Oxon OX26 2EL.
- 1.2 **"CUSTOMER"** meaning any person who purchases the **Services** and **Products** or both from the **Supplier**.
- 1.3 **"PROPOSAL"** meaning a statement of work, quotation or other similar document describing the **Services** and **Products** or both.
- 1.4 **"SERVICES"** meaning the **Services** as described in the aforementioned **Proposal** inclusive of any materials required to completing the work.
- 1.5 **"PRODUCTS"** meaning any **Products** supplied by the **Supplier** to the **Customer**
- 1.6 **"TERMS AND CONDITIONS "** meaning the **Terms and Conditions** for the supply of **Services** and **Products** or both set out in this document and any subsequent **Terms and Conditions** agreed in writing by the **Supplier**.
- 1.7 **"ORDER"** meaning the formal acceptance by the **Customer** of the **Proposal**.
- 1.8 **"AGREEMENT"** meaning the **Contract** between the **Supplier** and the **Customer** for the provision of **Services** and **Products** or both incorporating these **Terms and Conditions**.
- 1.9 **"INTELLECTUAL PROPERTY RIGHTS"** meaning any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know how, confidential information or process, any application for any of the above and any other **Intellectual Property Right** recognised in any part of the world whether or not existing or applied for.
- 1.10 **"ADJUDICATOR"** is the party nominated to resolve a dispute between the **Customer** and the **Supplier**.

2 GENERAL

- 2.1 These **Terms and Conditions** shall apply to the **Agreement** for the supply of **Services** and **Products** or both by the **Supplier** to the **Customer** and shall supersede any other documentation or communication between the **Supplier** and the **Customer**.
- 2.2 Any variation to these **Terms and Conditions** must be agreed in writing by the **Supplier**.

2.3 Nothing in these **Terms and Conditions** shall prejudice and condition or warranty, express or implied, or any legal remedy to which the **Supplier** may be entitled in relation to the supply of **Services** and **Products** or both by virtue of any statute, law or regulation.

3 PROPOSAL

3.1 The proposal for **Services** and **Products** or both is attached to these **Terms and Conditions** and are available for inspection on www.oxfordalarm.co.uk

3.2 The Proposal for **Services** and **Products** or both shall remain valid for a period of 30 days and no longer unless agreed in writing by the **Supplier**.

3.3 The **Customer** must accept the **Proposal** in its entirety, adhering to any Acceptance Procedures.

3.4 The **Customer** shall be deemed to have accepted the Proposal by placing an **Order** with the **Supplier**.

3.5 The **Agreement** between the **Supplier** and the **Customer**, incorporating these **Terms and Conditions** shall only come into force when the **Supplier** confirms an **Order** in writing to the **Customer**. Prior to any confirmation the **Supplier** has the right to refuse any **Order**.

4 SERVICES, PRODUCTS AND DELIVERY

4.1 The **Services** and **Products** or both are as described in the **Proposal**.

4.2 Any variation to the **Services** and **Products** or both must be agreed by the **Supplier** in writing.

4.3 Any drawings, descriptions or specifications contained in advertising material, brochures or catalogues issued by the **Supplier** are for the sole purpose of giving an approximate idea of the **Services** and **Products** or both and will not form part of any **Agreement** unless otherwise agreed in writing by the **Supplier**.

4.4 **Services** and **Products** or both will be delivered between the hours of 08:00 and 17:00 Monday to Friday. The **Supplier** may vary these times by intimating in writing details of the change to the Customer.

4.5 Dates given for the delivery of **Services** and **Products** or both are estimates only and not guaranteed. Time for delivery shall not be of the essence of the **Agreement** and the **Supplier** shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery.

5 PRICE AND PAYMENT

5.1 The price for **Services** and **Products** or both is as specified in the **Proposal** and is exclusive of VAT and any other charges as outlined in the **Proposal**.

- 5.2 The price for any materials required to complete the **Services** is as specified in the **Proposal**.
- 5.3 The terms for payment are as specified in the **Proposal**.
- 5.4 The Customer must settle all payments for **Services** and **Products** or both from the invoice date.
- 5.5 The Customer will pay interest on all late payments at a rate of 10% per annum above the base-lending rate of Santander Banking UK.
- 5.6 The **Supplier** is also entitled to recover all reasonable expenses incurred in obtaining payment from the Customer where any payment due to the **Supplier** is late.
- 5.7 The **Customer** is not entitled to withhold any monies due to the **Supplier**.
- 5.8 The **Supplier** is entitled to vary the price to take account of any additional **Services** and **Products** or both as requested by the Customer which were not included in the original **Proposal**, any increase in the cost of materials, any additional work required to complete the **Services** which was not anticipated at the time of the **Proposal** and any variation must be intimated to the **Customer** in writing by the **Supplier**.

6 CUSTOMER OBLIGATIONS

- 6.1 The **Customer** will provide access to the **Supplier** at the times specified in these **Terms and Conditions** and will co-operate with all reasonable requests by the **Supplier**.
- 6.2 The **Customer** will provide electricity, water and toilet facilities to the **Supplier** for the purpose of completing the **Services**.
- 6.3 The **Customer** will apply for, obtain and meet the cost of all necessary approvals and permissions required to complete the **Services** prior to the commencement of the work.
- 6.4 The **Customer** will take all reasonable steps to ensure that the **Supplier** does not sustain any damage or loss to any equipment stored on site.
- 6.5 The **Customer** shall be liable for any expenses incurred by the **Supplier** as a result of the **Customer's** failure to comply with the obligations as defined by these **Terms and Conditions**.

7 SUPPLIER OBLIGATIONS

- 7.1 The **Supplier** shall supply the **Services** and **Products** or both as specified in the **Proposal**.
- 7.2 The **Supplier** shall perform the **Services** with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice.
- 7.3 The **Supplier** shall comply with all relevant health and safety regulations.
- 7.4 The **Supplier** shall be responsible for all waste management and disposal required in the course of providing the **Services** and **Products** or both.

7.5 The **Supplier** shall hold valid employer and public liability insurance policies.

8 CANCELLATION

8.1 The **Customer** may cancel an **Order** for **Services** and **Products** or both by notifying the **Supplier** in writing within 24 hours of placing the **Order** and any monies paid by the **Customer** will be refunded in full subject to the deduction of a reasonable administration charge as determined by the **Supplier**.

8.2 If the **Customer** does not notify any cancellation within the time specified in Clause 8.1 any monies paid will not be refundable.

9 INSPECTION OF PRODUCTS AND SERVICES

9.1 The Customer shall inspect the **Services** and **Products** or both on delivery and notify the **Supplier** of any damaged, missing or defective items or work within 24 hours from the date of delivery.

10 DEFECTIVE PRODUCTS AND SERVICES

10.1 The **Supplier** guarantees that the **Services** and **Products** or both will be free from defects in materials and/or workmanship for a period of 12 months from the date that the **Services** and **Products** or both were supplied.

10.2 Clause 10.1 does not apply if a fault arises due to any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the **Services** and **Products** or both after risk has passed to the Customer. If a fault arises due to willful damage, abnormal working conditions, failure to follow instructions, misuse, alteration or unauthorised repair, improper maintenance or negligence on the part of the **Customer** or a third party.

10.3 If the **Services** and **Products** or both are found to be defective in accordance with these **Terms and Conditions** then the **Supplier** shall, at their sole discretion either repair, re-perform or replace the **Services** and **Products** or refund any monies paid for the defective **Services** and **Products**.

10.4 If the **Customer** has not paid for the **Services** and **Products** or both in full by the date the defect in **Services and/or Products** is notified to the **Supplier** then the Supplier has no obligation to remedy the defect in terms of this Clause 10.

11 PROPERTY AND RISK

11.1 Risk in the **Products** or in any property or materials used to provide the **Services** shall pass from the **Supplier** to the **Customer** when the **Products** or **property** or **materials** leave the premises of the **Supplier** or on delivery if the **Supplier** is transporting the items.

11.2 Adequate insurance should be held by both parties to protect the **Products** or any property

or **materials** that are within their care.

11.3 Title or ownership of any property or materials belonging to the **Supplier** remains with the **Supplier** until payment is received from the **Customer** in full.

11.4 The **Customer** must store any property or materials belonging to the **Supplier** separately from any other property or materials belonging to the **Customer** or a third party.

12 TERMINATION

12.1 The **Agreement** shall continue until the **Services** and **Products** or both have been provided in terms of the **Proposal** or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these **Terms and Conditions**.

12.2 The **Customer** may terminate the **Agreement** if the **Supplier** fails to comply with any aspect of these **Terms and Conditions** and this failure continues for a period of 7 days after notification of non-compliance is given.

12.2 The **Supplier** may terminate the **Agreement** if the **Customer** has failed to make over any payment due of the sum being requested.

12.3 Either party may terminate the **Agreement** by notice in writing to the other if the other party commits a material breach of these **Terms and Conditions** and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so or the other party commits a material breach of these **Terms and Conditions** which cannot be remedied under any circumstances or the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect or the other party ceases to carry on its business or substantially the whole of its business or the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

12.4 In the event of termination the **Customer** must make over to the **Supplier** any payment for work done and expenses incurred up to the date of termination.

12.5 Any rights to terminate the **Agreement** shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the **Agreement** as at the date of termination.

13 WARRANTIES

13.1 The **Supplier** warrants that the **Products** will, at the time of delivery, correspond to the description given in the **Proposal**.

13.2 The **Supplier** warrants that the **Services** will be performed using all reasonable skill and care.

14 LIMITATION OF LIABILITY

- 14.1 Nothing in these **Terms and Conditions** shall exclude or limit the liability of the **Supplier** for death or personal injury, however the **Supplier** shall not be liable for any direct loss or damage suffered by the **Customer** howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the **Services** and **Products** or both.
- 14.2 The **Supplier** shall not be liable under any circumstances to the **Customer** or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the **Customer** howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 14.3 For the avoidance of doubt, time shall not be of the essence and the **Supplier** shall incur no liability to the **Customer** in respect of any failure to complete the **Services** or supply the **Products** by any agreed completion date.

15 INDEMNITY

- 15.1 The **Customer** shall indemnify the **Supplier** against all claims, costs and expenses, which the **Supplier** may incur and which arise directly or indirectly from the **Customer's** breach of any of its obligations under these **Terms and Conditions**.

16 SETTLEMENT OF DISPUTES

- 16.1 Any dispute arising under this **Agreement** will be referred to and decided by the **Adjudicator**.
- 16.2 The **Adjudicator** will be appointed by application to the Royal Institute of Chartered Surveyors.
- 16.3 A party wishing to refer a dispute to the **Adjudicator** shall advise the other party of this intention in writing at any time during the term of this **Agreement**. The dispute must then be referred to the Adjudicator within seven (7) days of this intention being intimated.
- 16.3 The **Adjudicator** shall act impartially and be free to take the initiative in ascertaining the facts and the law. The **Adjudicator** must reach a decision within twenty eight (28) days of referral or such longer period as the parties may agree.
- 16.4 During the period of adjudication both parties must continue with their obligations as stated in this **Agreement**.
- 16.5 The decision of the **Adjudicator** is binding on both parties unless and until revised by legal proceedings, arbitration or agreement.
- 16.6 The **Adjudicator** will decide which party is liable to meet the fees of the adjudication and in what proportion if both parties are held liable.

17 INTELLECTUAL PROPERTY RIGHTS

17.1 All intellectual property rights, registered or unregistered, including but not limited to patents, trademarks, design rights and know-how remain the property of the **Supplier** and cannot be used by the **Customer** without the written permission of the **Supplier**.

18 FORCE MAJEURE

18.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

19 RELATIONSHIP OF PARTIES

19.1 Nothing in the **Agreement** shall be construed as establishing or implying a partnership or joint venture between the parties or suggest that either of the parties are agent for the other.

20 ASSIGNMENT

20.1 The **Customer** shall not be entitled to assign its rights or obligations or delegate its duties under the **Agreement** without the prior written consent of the **Supplier**.

21 SEVERANCE

21.1 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.

22 WAIVER

22.1 The failure by either party to enforce at any time or for any period any one or more of the **Terms and Conditions** herein shall not be a waiver of them or of the right at any time subsequently to enforce all **Terms and Conditions**.

23 NOTICES

23.1 Any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party given in the **Proposal** or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

24 THIRD PARTY RIGHTS

24.1 Nothing in these **Terms and Conditions** intend to or confer any rights on a third party.

25 ENTIRE AGREEMENT

25.1 These **Terms and Conditions** supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

26 GOVERNING LAW

26.1 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.