



Read these terms and conditions - installation

We can accept your Order and thus make a legally enforceable agreement without further reference to you; therefore it is important to you to read our Terms carefully and to make sure that they contain everything which you want and nothing that you are not willing to agree to. If you are unsure about any of this, please, phone our customer-care line on 01708 250600 during our office hours which are Monday to Friday, 08.30 to 17.30.

1 Interpretation

The following words have these meanings throughout the Terms:

'business premises'	means in relation to a trader: (a) any immovable retail premises where the activity of the trader is carried out on a permanent basis; or (b) any movable retail premises where the activity of the trader is carried out on a usual basis;
Consumer	means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft, or profession;
Contract	means the legally-binding agreement between you and us for the sale and purchase of Goods and Services which incorporates these Terms;
Delivery Location	means the location where the Services are to be supplied, as set out in the Order, which must be only in England and Wales;
'distance contract'	means a contract concluded between a trader and a Consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the Consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;
Goods	any goods that we supply to you with the Services, of the number and description as set out in your Order;
Materials	any materials or items we need to acquire in order to perform the Services;
'off-premises contract'	means a contract between a trader and a Consumer which is any of these: (a) a contract concluded in the simultaneous physical presence of the trader and the Consumer, in a place which is not the business premises of the trader; (b) a contract for which an offer was made by the Consumer in the simultaneous physical presence of the trader and the Consumer, in a place which is not the business premises of the trader; (c) a contract concluded on the business premises of the trader or through any means of distance communication immediately after the Consumer was personally and individually addressed in a place which is not the business premises of the trader in the

	simultaneous physical presence of the trader and the Consumer; and
	(d) a contract concluded during an excursion organised by the trader with the aim or effect of promoting and selling goods or services to the Consumer;
'on-premises contract'	means a contract between a trader and a Consumer which is neither a distance contract nor an off-premises contract;
Order	means your order for the Goods and Services from us, as set out in your order form;
Police Authority	means your local Police constabulary in relation to the Delivery Location;
'sales contract'	means a contract under which a trader transfers or agrees to transfer the ownership of goods to a Consumer and the Consumer pays or agrees to pay the price, including any contract that has both goods and services as its object;
Security System	means the system that is to be installed as part of the supply of Goods and Services as set out in the Order;
Services	the services of the number and description set out in your Order ;
Southern Monitoring Services Limited (ARC)	is the alarm receiving centre (ARC). More information can be found on our website .
System Design Proposal	means the description of the Services set out in your Order ;
Terms	means the terms and conditions set out in this document;
We, Us or Our	means HILLIS SECURITY SYSTEMS LIMITED Registered in England and Wales with number 05139653 VAT number 769 9511 69 registered office address Suite 6 St Laurence House, 2 Gridiron Place, Upminster, Essex, RM14 2BE, email info@hillissecurity.co.uk , telephone 01708 250600.

2 Application of these Terms and Contract

- 2.1 Any quote provided by us for the provision of Services prior to your submitting an Order is not a binding offer by us to supply Services.
- 2.2 When you place an Order to purchase Services from us, you are just making an offer to purchase those Services in accordance with these Terms.
- 2.3 After you have placed an Order, we can email or write to you an acknowledgement of receipt of your Order, but this does not mean that your Order has been accepted by us.
- 2.4 We can reject any Order if we wish for any reason, although we will try to tell you promptly the reason for our decision, which must be due to running out of stock or resources, a price or description mistake, inability to obtain your payment, or other genuine, fair reason.
- 2.5 A binding Contract will be formed for the Services you have ordered, only on our sending an email or letter to you saying that your Order has been accepted or, if earlier, our delivery of the Services to you.

- 2.6 No variation of the Contract, whether about description of the Services, price or otherwise, can be made afterwards unless the variation is agreed by you and us in writing and signed by each of us or someone each of us has authorised to sign on our behalf.
- 2.7 The Contract supersedes and terminates any antecedent contract and/or arrangement relating to the Security System without prejudice to any liabilities or obligations, of either party to the other, outstanding upon such termination.

3 Materials

- 3.1 At the time that we perform the Services, we might not have all the Materials we need to perform the Services. This might be for a number of reasons, e.g.:
- 3.1.1 we have not provided a quote and cannot reasonably establish what Materials are necessary until we start performing the Services; or
 - 3.1.2 where we have provided a quote, it might not have been reasonably possible to establish the need for particular Materials at the time we provided the quote and this might only be revealed when we start performing the Services; or
 - 3.1.3 whether or not we have provided a quote, the condition of an item or the area which is the subject of the Services might become apparent only when we start performing the Services and it might not have been reasonably possible to establish it until that point.
- 3.2 If we need to purchase additional Materials, we will obtain them from a local supplier, where practicable. Otherwise, we will order them from elsewhere and return later to continue to perform the Services.
- 3.3 The cost of Materials and our labour incurred for work carried out to install the Security System or to re-set the Security System are chargeable to you.

4 Charges based on a quote

- 4.1 The charges, and any additional delivery or other charges and any other costs for each of type of Services, and the total price of them, will be notified to you at the time of your Order.
- 4.2 If we provide a quote, we will charge you the amount stated in the quote rather than an amount based on the time taken in performing the Services. We provide quotes only, and do not give estimates. As we provide a quote, in some circumstances, we may charge you a higher amount than stated in the quote. This can occur for a number of reasons, in particular if:
- 4.2.1 what you require us to do changes, or the amount of work or Services you require us to provide increases or is different from what we and you agreed before we started performing the Services; or
 - 4.2.2 when we start performing the Services, it becomes apparent that the extent of Services we will need to perform or the type of work that is involved is different from what we agreed before we started performing the Services, and we could not have reasonably foreseen this before we started performing the Services.
- 4.3 Where the extent of work involved is greater than that stated in the quote, we will not continue performing the Services until we have obtained your approval of the extra amount that you will need to pay, unless it is not possible to contact you within a reasonable time or safe to stop performing the Services (e.g. your goods would otherwise be left in a dangerous condition or unprotected from theft).
- 4.4 The charges:
- 4.4.1 do not include the price of the Goods, Materials and the Services, which will be charged for in addition as notified to you at the time of your Order; and
 - 4.4.2 include VAT at the rate applicable at the time of your Order, unless otherwise stated.

- 4.5 All prices quoted are valid for a period of 30 days from the date of the Order and are based upon the layout of the Delivery Location as seen at the time of the survey, the equipment as detailed in the Order and the content of any previous proposal. Variations may alter the price quoted.

5 Payment

- 5.1 You agree to make a deposit payment of 50% of the Order value in addition to any direct costs incurred by us, regardless of the work being actually undertaken or the Contract being terminated before work is completed.
- 5.2 We shall invoice you for the Order, in advance. You must pay us in full for all the Order before delivery of any of the Goods and Services.
- 5.3 You must pay for the Order in cash, by submitting your debit card details or by full payment direct debit and we can take payment immediately or shortly before delivery of the Order.
- 5.4 If you would like an annual Maintenance Agreement or a maintained and monitored service as set out in your Order, you must set-up a monthly direct debit, which can be set up when you pay for your Order, or at our discretion by other means. The direct debit guarantee is offered by all banks and building societies that take part in the direct debit scheme. The efficiency and security of the scheme is monitored and protected by your own bank or building society. You can cancel a direct debit at any time by writing to your bank or building society. Please send a copy of the letter to us.
- 5.5 If you do not maintain your direct debit payments, you must pay by another method. If a direct debit payment fails, we may contact you to take a payment. If direct debit payments continue to fail on a regular basis or you fail to pay us any monies due, we may terminate the Contract and we reserve the right to demand full and immediate payment of all or any outstanding monies due to us from you.

6 Delivery

- 6.1 We must deliver the Goods and Services as set out in the Order, to the Delivery Location by the time or within the period which you and we have agreed or, failing any agreement:
- 6.1.1 in the case of Services, within a reasonable time; and
- 6.1.2 in the case of Goods, without undue delay and, in any event, not more than 30 days after the day on which the Contract is made or on an agreed date.
- 6.2 In any case, regardless of events beyond our control, if we do not deliver the Goods on time, you can (in addition to any other of your remedies) treat the Contract at an end if:
- 6.2.1 we have refused to deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or you told us before the Contract was made that delivery on time was essential; or
- 6.2.2 after we have failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that period.
- 6.3 If you treat the Contract at an end under condition 6.2, we must (in addition to any other of your remedies) promptly return all your payments made under the Contract.
- 6.4 If you were entitled to treat the Contract at an end under condition 6.2, but you do not do so, you are not prevented from cancelling your Order for any Goods or rejecting Goods that have been delivered and, if you do this, we must then without delay reimburse to you all your payments made under the Contract in respect of any such cancelled or rejected Goods.
- 6.5 If any of the Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the goods or the character of the unit) you cannot under condition 6.4 reject or cancel your Order for some of those Goods without also rejecting or cancelling your Order for the rest of them.
- 6.6 Our delivery of the Services might be affected by events beyond our reasonable control. In such circumstances, there might be a delay before we can recommence the Services, having made

reasonable efforts to limit the effect of any of those events and having reasonably kept you advised of the circumstances, but we will attempt to recommence the Services as soon as those events have been resolved.

- 6.7 These are examples of events which can be outside our reasonable control:
- 6.7.1 Weather conditions make it impossible or unsafe for us to perform the Services.
 - 6.7.2 The Materials are not delivered at the time agreed with the supplier of the Materials (and it is not possible to obtain a replacement within a reasonable time, or the price charged by a supplier is much higher than the original charge).
 - 6.7.3 You change the Services (and this results in us having to do further work or wait for different Materials).
 - 6.7.4 We have to wait for your other providers to complete their work before we are able to perform the Services.
 - 6.7.5 We are unable to gain access to the Delivery Location to perform the Services at the times we have agreed with you.
 - 6.7.6 You have not prepared the Delivery Location despite your promise to do so.
- 6.8 You must inform us of any hazardous materials, working conditions, operations or processes at the Delivery Location with particular attention to the Health and Safety Act 1974, Construction (Design and Management) Regulations 2015, and Control of Asbestos Work Regulations 2012. We reserve the right to withdraw our employees from the Delivery Location if any significant hazard becomes apparent, and to make additional charges for interruption to programmed work.
- 6.9 You warrant that the Delivery Location is properly prepared with services and utilities installed at an industry standard from time to time.
- 6.10 You have 14 days from the date of your Order to notify us prior to any proposed structural alterations to the Delivery Location and we reserve the right to alter or amend the System Design Proposal and Security System should this become necessary.
- 6.11 You must ensure that any structural alterations, placement of stock, fixings, or furniture do not detract from the field of detection of any device or view of any camera for which purpose it was originally intended, nor to provide a path for any undetected illegal entry where protection was formerly provided.
- 6.12 We shall install the Security System to relevant current codes of practice as set out at clause 14.4, and, where applicable, only issue a certificate of conformity on both:
- 6.12.1 the completion of the installation in accordance with the Order; and
 - 6.12.2 full payment of your Order and all monies due to us;
- provided always that there is no obligation to issue a certificate of conformity within a reasonable period of time.
- 6.13 Equipment and facilities that you have agreed to provide as part of the proposed installation must be available at the time of installation at the Delivery Location. We reserve the right to withdraw our employees from the Delivery Location if the equipment and facilities are not available at the agreed time and to make additional charges for interruption to programmed work. These will include (as a minimum unless otherwise agreed in writing):
- 6.13.1 A power supply (AC) terminating at the main control panel, each CCTV or access control point and camera, via an unswitched spur outlet, on the same electrical phase as all other associated equipment with the system;
 - 6.13.2 A telephone line where applicable terminated within two metres of the location of main control equipment; and
 - 6.13.3 Ducting and trenching with draw wires or chases if applicable.

- 6.14 You shall pay directly to the network provider for all arrangements as may be necessary in connection with the Security System and accept responsibility for the cost of any re-decoration or alteration made necessary by the installation of the Security System.
- 6.15 We shall have the absolute discretion over the hiring of specialist ladders, scaffolding, or access equipment that may be necessary for our performance of the Services and you shall bear all reasonable associated cost.
- 6.16 We cannot accept liability for any environmental conditions interfering with, or preventing the operation of any wired or wireless, infra red or radio based equipment connected to the Security System. Should the operation of any equipment prove unsuitable, we reserve the right to remove the equipment and offer a refund to the value of the equipment and/or and at our discretion offer alternatives; fit filters and additional equipment where applicable at our charges as applicable at the time of alteration.
- 6.17 Our policy is one of constant improvement and we reserve the right, at our own discretion, to alter the Order so that we may replace the Goods with an alternative capable of the same degree of protection and of the same or better quality.

7 Monitored Security Systems

- 7.1 Where, Southern Monitoring Services Limited (ARC) monitors your Security System; you accept you have read and complied with their procedures and shall be responsible for updating your own keyholding details. Any alteration to the nominated keyholders will become effective 24-hours after receipt in normal working hours.
- 7.2 Southern Monitoring Services Limited (ARC) shall be entitled to interpret any appropriate signal received from the Security System as an indication of a genuine incident taking place and, regardless of any other indications that may be received to support or counter the signal received, notify the Police Authority accordingly.
- 7.3 You accept total responsibility for ensuring the Security System is fully set in all its parts and groups as detailed in written and verbal instructions supplied by us. You also accept that until this is carried out, a burglary activation signal will not be transmitted to Southern Monitoring Services Limited (ARC) under normal circumstances.

8 Risk and ownership

- 8.1 Risk of damage to, or loss of, the Goods will pass from us to you only on delivery of the Goods. You shall insure them to the full value against that risk after that time.
- 8.2 Ownership of the Goods will pass from us to you on payment in full for the Services.
- 8.3 While we still own any of the Goods, you:
- 8.3.1 must take reasonable care of them;
 - 8.3.2 must take out reasonable insurance to cover the Goods;
 - 8.3.3 must hold those Goods as our property on our behalf;
 - 8.3.4 have the right to use those Goods, but this right ceases automatically if any step occurs towards your bankruptcy; and
 - 8.3.5 must not pawn, sell or dispose of those Goods or give someone any rights over them.
- 8.4 If any step is taken towards your bankruptcy or if you are overdue in making any payment, we can choose, by immediate notice to you to end any remaining right of yours to use the Goods still owned by us and suspend or cancel any delivery. In that case, you must return those Goods or allow us to collect them. The exercise of any of those choices will not cancel your obligation to pay the price for those Goods, provided that we must make a fair allowance to you for the value of any Goods which we have recovered.

- 8.5 We have no special knowledge of the nature and value of the contents of the Delivery Location for which the Security System has been proposed or specified, or of the nature of the risks to which the Delivery Location and its contents or occupants will or may be exposed.
- 8.6 The Security System as set out in our proposal is intended only to reduce the risks, loss or damage to the Delivery Location to the extent that this is reasonably practicable by the use of such equipment. We are providing no undertaking or implying that the Security System cannot be circumvented or compromised or that the Security System will prevent any loss or damage.
- 8.7 You must not permit any person other than our authorised representative to test, repair, replace, adjust or alter any part of the Security System.
- 8.8 Should the Security System fail as a result of you testing, repairing, replacing, adjusting, or altering any part of the Security System, you shall be liable to us for any associated costs incurred to correct Security System.
- 8.9 You must report to us any defects or indications of failure of the Security System as soon as reasonably practicable.
- 8.10 We will effect any replacements necessitated by inherent defect or by 'fair wear and tear' without charging you for the Goods should the Goods qualify under their manufacturer warranty, with the exception of batteries, access control cards, proximity tags, wireless key fobs, and consumable items which will be chargeable to you. Should we need to perform work associated with the replacement or repair of the Goods, we will provide you with a charge quote and charge you for this service.

9 Conformity and after-sales service

- 9.1 We have a legal duty to supply the Services in conformity with the Contract. We will not have conformed if we have not complied with Terms 9.2 to 9.4 .
- 9.2 The Services will be provided with reasonable skill and care.
- 9.3 In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us on the same occasion, and any change to it that has been expressly agreed between you and us (before entering this Contract or later).
- 9.4 Upon delivery and for at least 12 months after delivery, the Goods will:
- 9.4.1 be of satisfactory quality;
- 9.4.2 be reasonably fit for any particular purpose for which you are buying the Goods which, before the Contract is made, you made known to us (expressly or by implication) whether or not that is a purpose for which goods of that kind are usually supplied (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment), and be fit for their purpose set out in the Order; and
- 9.4.3 conform to their description and the System Design Proposal.
- 9.5 A failure to conform to condition 9.4 is not a failure to conform if it has its origin in materials supplied by you.
- 9.6 Unless otherwise stated, all new Goods come with a 12-month manufacturer warranty from the date the Goods are delivered to you/installed.
- 9.7 You may want after-sale customer assistance and after-sales service that looks after the maintenance of the Order and provides a monitoring service. The terms and conditions of this service can be found [here](#). Please get in touch with our office by email info@hillisecurity.co.uk or via telephone 01708 250600 if you would like to discuss this further.
- 9.8 You shall take all reasonable steps to ensure the Security System causes no distress or nuisance to any third parties and you accept all liability in the event of any claims made by the Police Authority or your Local Authority.

- 9.9 For Orders that relate to CCTV equipment, you agree to register your CCTV system as required under the Data Protection Act 1998 and conform to all its aspects and requirements. You shall indemnify us against your failure to conform to the Data Protection Act 1998.

10 Excluding liability

For Consumers

- 10.1 We do not exclude our liability for death or personal injury caused by our negligence or breach of our duties under the law, fraud, or fraudulent misrepresentation. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both you and us at the time when the Contract was made, or (ii) loss which relates to your business, trade, craft, or profession to the extent that it would not be suffered by a buyer who is a Consumer. This is because we believe that you are not buying the Services wholly or mainly for the purposes of your business, trade, craft or profession.
- 10.2 Where you deal as a Consumer of products or services, we will consider claims for liability within the manufacturer warranty period for breach of any condition implied by, statute relating to quality or fitness for purpose if the alleged act, omission, or occurrence is reported as soon as reasonably practical.

For businesses

- 10.3 Any potential loss or damage, which you might suffer, is likely to be disproportionate to the sums that can reasonably be charged by us under the Contract.
- 10.4 We accept no liability for any loss in trading or profits, internal expenses, or consequential loss incurred by you following any unlawful act of entry or otherwise of any person or persons in or at the Delivery Location.

For businesses and Consumers

- 10.5 We do not exclude our liability for death or personal injury caused by our negligence or breach of our duties under the law, fraud, or fraudulent misrepresentation.
- 10.6 Any claim for liability will only be considered for direct physical damage to the Delivery Location or your contents if the alleged act, omission, or occurrence is reported as soon as reasonably practical and only accepted in the event that such damage or loss is proven to be caused by our negligence.
- 10.7 We accept no liability for any loss, damage, or injury arising from the failure of Southern Monitoring Services Limited (ARC) to pass to the Police Authority a signal received by Southern Monitoring Services Limited (ARC) from the Security System by reason of you (or someone identifying himself or herself as such) advising any Southern Monitoring Services Limited (ARC) operator that an alarm call was false and giving the correct code or password, or the system being deactivated thus automatically cancelling a Police Authority call-out.
- 10.8 We will consider claims for liability in respect of death or personal injury resulting from our negligence if the alleged act, omission, or occurrence is reported as soon as reasonably practical, and subject to the limits of indemnity of the current policy.
- 10.9 We cannot accept liability and shall not be deemed to be in breach of the Contract for failure to perform any of its obligations hereunder by reason of force majeure, to include but not limited to war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, traffic congestion, obstruction of any road or highway, or any other cause beyond our control.
- 10.10 We accept no liability following any loss, damage, or injury caused by delays in installing the Security System or any effective connection thereof.
- 10.11 No responsibility is accepted by us for any loss, damage or injury arising from the failure of the Security System to transmit an activation eligible for Police Authority attendance or for the activation to be categorised as eligible for Police Authority attendance arising from an unlawful act of entry or damage or otherwise by person or persons at the Delivery Location.

- 10.12 We shall not be required to perform any remote transmission or monitoring services or to make any repayment to you (although we may do so at our sole discretion) if any third party shall delay the provision of or withdraw its services or facilities, or if Southern Monitoring Services Limited (ARC) shall be destroyed by fire or other catastrophe or become so substantially damaged that we are not able to continue the signalling services.
- 10.13 We hold appropriate insurance protection to cover our legal liabilities. Should you require evidence, please contact us.

11 Duration, termination and suspension

- 11.1 The Contract continues as long as it takes for us to perform the Services.
- 11.2 Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 14 days of the written notice.
- 11.3 On termination of the Contract for any reason, any remaining rights and liabilities of you and us will not be affected.
- 11.4 We shall release to you all certificates of conformity and any records of your Security Systems once all outstanding payments to us due are paid by you and received by us.
- 11.5 We will not withhold or delay unreasonably, the release of all relevant information required to permit a smooth handover of your systems to an alternative security systems company.
- 11.6 For security reasons, we are not required to pass on our own engineering codes to you or other firms. We will co-operate with you to either reset such codes to the factory code, or where this is not possible, to liaise with the incoming firm to arrange reprogramming of such codes on site. We will charge our normal call-out charge where these adjustments involve a site visit. This charge will not be enhanced above what we would normally charge for an attendance and we will agree the charge with you in advance of the visit. We will require payment in advance of the visit.

12 Successors

The Contract is personal to you and is not to be assigned or otherwise transferred by us, although we may at our sole discretion, enter into a new agreement with the new occupier of the Delivery Location. We are entitled to assign or transfer the benefits of this Contract at our own discretion.

13 Data protection and privacy

You give us permission to use your identity and other information about you which you give to us only to help us to comply with our duties under the law, to provide the Services, handle your payment for the Service, and to tell you about our products and services, on condition that we stop as soon as you tell us in writing to stop. We promise to use reasonable care to keep that information confidential. You promise that the information that you give to us is true and, if it changes, you will tell us promptly.

14 Governing law, jurisdiction, complaints and codes

- 14.1 This Contract will be governed by the law of England and Wales.
- 14.2 We will try to avoid any dispute and make sure you are happy. However, in the event of a concern we do have a complaint-handling policy. Please email info@hillisecurity.co.uk or write to us at Suite 6, St Laurence House, Gridiron Place, Upminster, Essex, RM14 2BE with details of your concern or for further information on our policy.
- 14.3 As a Which? Trusted trader we have a range of support services available to us and our customers. One of these services is access to an independent Alternative Dispute Resolution (ADR) service, which

enables our customers to seek an impartial review of a complaint in the unlikely event that we are unable to resolve it between ourselves.

This is a free service for the customer, offered by Dispute Resolution Ombudsman, an approved government scheme. Further information about the Ombudsman can be found at disputeresolutionombudsman.org/whichtrustedtraders/ or by telephoning them on 0333 241 3209.

14.4 We are subject to the following codes of conduct:

14.4.1 Security Systems and Alarm Inspection Board (<https://ssaib.org/>).

14.4.2 Which? Trusted Trader Scheme (<http://trustedtraders.which.co.uk/about/code-of-conduct/>).

14.4.3 Trading Standards Buy with Confidence Scheme (<https://www.buywithconfidence.gov.uk/>).

14.4.4 Checktrade Standard <http://www.checktrade.com/Consumer/ChecktradeStandard.aspx>.

15 Withdrawal and cancellation – for consumers

15.1 You can withdraw your Order by telling us of your decision to withdraw before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability to us.

15.2 You can cancel this Contract by telling us of your decision to cancel no later than 14 days after the Contract was made, if you simply wish to change your mind and without giving us a reason, and without liability to us, except that you must at our request return to any of our business premises the Goods in undamaged condition at your expense, and we must then without delay refund to you the price you paid for those Goods, but we can keep the delivery charge, if any. This right is available to you regardless of whether this is an on-premises, off-premises, or distance contract.

15.3 An off-premises contract and a distance contract (but not an on-premises contract) have the cancellation rights set out below.

15.4 The cancellation rights referred to in condition 15.2, however, do not apply to a contract for the following goods and services (with no others) in the following circumstances:

15.4.1 goods or services supplied under off-premises contracts (but not distance contracts) under which the payment to be made by you is not more than the statutory limit;

15.4.2 goods that are made to your specifications or are clearly personalised;

15.4.3 goods which are liable to deteriorate or expire rapidly;

15.4.4 contracts where you have specifically requested a visit from us for the purpose of carrying out urgent repairs or maintenance, except a contract for (a) services in addition to the urgent repairs or maintenance requested or (b) goods other than replacement parts necessarily used in making the repairs or carrying out the maintenance, if the trader supplies those services or goods on the occasion of that visit.

15.5 Also, the cancellation rights for a Contract referred to in condition 15.2 cease to be available in the following circumstances:

15.5.1 in the case of a contract for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery;

15.5.2 in the case of a contract for the supply of sealed audio or sealed video recordings or sealed computer software, if the goods become unsealed after delivery;

15.5.3 in the case of any sales contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.

15.6 We must not begin the supply of a service (being part of the Services) before the end of a cancellation period provided for under condition 15.2 unless you have made an express request for the service and, in the case only of an off-premises contract, have made the request in writing (not by email). Where that service is supplied in response to that request, you must pay an amount for the supply of the service for the period for which it is supplied, ending with the time when we are informed of your

decision to cancel the Contract. This amount is in proportion to what has been supplied in comparison with the full coverage of the Contract. This amount is to be calculated on the basis of the total price agreed in the Contract or, if the total price were to be excessive, on the basis of the market value of the service that has been supplied, calculated by comparing prices for equivalent services supplied by other traders. You will bear no cost for supply of that service, in full or in part, in this cancellation period if that service is not supplied in response to such a request.

16 Right to cancel – for Consumers

- 16.1 Pursuant to our Terms, you have the right to cancel this contract within 14 days without giving any reason.
- 16.2 The cancellation period will expire after 14 days from the day on which you acquire, or a third party, other than the carrier, indicated by you acquires, physical possession of the last of the Goods.
- 16.3 To exercise the right to cancel, you must inform us by post to Mrs E Burton, Hillis Security Systems Limited, Suite 6 St Laurence House, 2 Gridiron Place, Upminster, Essex, RM14 2BE, or by email to Mrs E Burton at info@hillissecurity.co.uk, of your decision to cancel this Contract by a clear statement setting out your decision (e.g. a letter sent by post or email). You may use the cancellation form found on our website, but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made.
- 16.4 To meet the cancellation deadline, it is sufficient for you to send us your communication concerning your exercise of the right to cancel before the cancellation period has expired.

17 Effects of cancellation – for consumers

- 17.1 If you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us) up to the amount of the least expensive delivery.
- 17.2 We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you (i.e. handling the Goods beyond what is necessary to establish the nature, characteristics, and functioning of the Goods, e.g. it goes beyond the sort of handling that might be reasonably allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.
- 17.3 If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than:
 - 17.3.1 14 days after the day we receive back from you any Goods supplied; or
 - 17.3.2 (if earlier) 14 days after the day you provide evidence that you have sent back the Goods.
- 17.4 If we have offered to collect the Goods or if no Goods were supplied, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Contract.
- 17.5 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 17.6 If you have received Goods in connection with the Contract which you have cancelled pursuant to condition 15.2:
 - 17.6.1 we will reasonably promptly collect the Goods at our own expense without delay and in any event, not later than 14 days from the day on which you communicate to us your cancellation of this Contract. The deadline is met if you send back the Goods before the period of 14 days has expired; and
 - 17.6.2 you agree you will have to bear the cost of returning the Goods being the sum you agree you will have to bear the direct cost of returning the Goods.

17.7 If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and were delivered to the Delivery Location when the Contract was entered into, we will collect the goods at our expense, unless you have agreed to bear the costs of our doing so.