



Read these terms and conditions – maintenance

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:

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| '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; |
| Call-out | means an unscheduled request, that is not a Preventative Maintenance Visit, by you for an inspection of your Security System at the Delivery Location for a fault that you have reported that may require a repair; |
| 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 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; |
| Maintenance Agreement | means your chosen level of cover that is provided under the Services for your Security System; |
| Maintenance Agreement Length | means the duration of your Maintenance Agreement for your Security System; |
| 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;

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| '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 Services from us; |
| Police Authority | means your local Police constabulary in relation to the Delivery Location; |
| Preventative Maintenance Visit | a physical or remote inspection of the Security System that has either been scheduled or requested under these Terms and part of your Maintenance Agreement; |
| '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 covered by the Services as set out in the Order; |
| Services | the physical or remote services of the number and description set out in your Order . Services may include Preventative Maintenance Visits and Call-outs; |
| Southern Monitoring Services Limited (ARC) | is the alarm receiving centre (ARC). More information can be found on our website ; |
| 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@hillisecurity.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 Your Maintenance Agreement

Preventative Maintenance Visits

- 3.1 We will carry out Preventative Maintenance Visits of the Security System in accordance with your Maintenance Agreement. All maintenance carried out under your Maintenance Agreement fulfils current British or European standards.
- 3.2 If your Maintenance Agreement Length is less than 12 months, a Preventative Maintenance Visit is not deemed part of the Service and we will only carry out Preventative Maintenance Visits at our own discretion if you agree to enter into successive consecutive agreements which provide you with a cumulative level of cover of 12 months or greater.
- 3.3 Preventative Maintenance Visits will be carried out during our office hours which are Monday to Friday, 08.30 to 17:30. Details of times and schedules are available on request but are subject to subsequent alteration without notification.
- 3.4 Any Preventative Maintenance Visit of the Security System in commercial properties may be carried out without notice unless you request in writing that it is only done so by prior appointment.
- 3.5 If you inform us that we must always arrange an appointment for any Preventative Maintenance Visit, then we shall arrange a date and time by e-mail or telephone.
- 3.6 If the proposed Preventative Maintenance Visit is inconvenient or circumstances prevent you from keeping this Preventative Maintenance Visit, you may alter this appointment by e-mail or telephone with one working day's notice.
- 3.7 If we arrive without notice to carry out the Preventative Maintenance Visit and it is inconvenient for you to provide us access, you may ask us, before we start work, to reschedule the Preventative Maintenance Visit to a new future date without additional charge.
- 3.8 The Preventative Maintenance Visit of the Security System in non-commercial properties will be carried out with a prior appointment.
- 3.9 You authorise us to repair or maintain the Security System as part of the Preventative Maintenance Visit. If we undertake work that is not included under your Maintenance Agreement, and you or your agent authorise us to continue the additional work, you will incur additional charges.

- 3.10 In the unfortunate event that we have to reschedule the appointment, we reserve the right to do so at any time, but we will contact you by telephone in the first instance; unless exceptional circumstances beyond our control make it impractical for us to contact you.
- 3.11 If we arrive within the given time window for an appointment, and you, or an authorised person, are not present to allow us access, we will leave a notification of our attendance, requesting that you contact us. If you fail to contact us within one calendar month of the first appointment, your Preventative Maintenance Visit is "deemed done" as defined under guidelines issued by our third-party inspectorate. Should you subsequently reschedule the Preventative Maintenance Visit additional charges will apply.

General

- 3.12 We will require uninterrupted access, to all areas of the Delivery Location and various components that are connected to your Security System. When there is:
- 3.12.1 no access to the Delivery Location upon arrival of an appointment, we will assume the Security System that we have been unable to inspect is fully operational. Should you reschedule the appointment for when the Security System access is available, additional charges will apply;
- 3.12.2 access to the Delivery Location, but due to our operational circumstances we are unable to complete the Preventative Maintenance Visit or Services, we shall reschedule the appointment without additional charge.
- 3.13 You shall be responsible for the cost of hiring any specialist access equipment, specialist ladders, or scaffolding required to complete the Preventative Maintenance Visit or the Service.
- 3.14 The appointment may specify a time window, and this indicates the earliest and latest time our authorised technicians may arrive. These appointment times do not imply the time it takes to complete the Service.
- 3.15 You shall or you shall appoint someone with sufficient authority, to be at the Delivery Location at all times and have the authority to:
- 3.15.1 sign-off on the work completed; and
- 3.15.2 approve any additional work; and
- 3.15.3 approve all reasonable associated costs.
- 3.16 We maintain an electronic or physical record of all Preventative Maintenance Visits and associated maintenance or remedial work to your Security System. We may provide you with a maintenance record for your Security System at your request.

Remote inspections and servicing – for those Security Systems with the function

- 3.17 You authorise us to remotely access the programming of your Security System through secure (i) internet and telephone connection; or (ii) wireless connection, and you authorise us to:
- 3.17.1 test, inspect and carry out on-line maintenance; and
- 3.17.2 test and effect repair of your Security System by altering programming.
- 3.18 In some circumstances, British or European standards may require more than one Preventative Maintenance Visit each year. We shall, at our own discretion:
- 3.18.1 supplement a physical Preventative Maintenance Visit with a remote one if your Maintenance Agreement is for a period that is greater than 12 months or if successive consecutive agreements provide a cumulative period of cover of 12 months or greater;
- 3.18.2 decide not to inspect and test every component part of your Security System, and instead inspect and test components of the Security System that must be compliant under the relevant British or European standards.

Call-outs

- 3.19 You shall pay all reasonable charges for all Call-outs, associated labour, and Materials.
- 3.20 We will attend to your system during normal office hours when you ask us to do so by either site visit or by remote services where facilities are available.
- 3.21 You may request a Call-out that that is outside of our office hours and we shall, at our own discretion, decide if we are able to attend the Delivery Location and we will inform you of the out-of-hours charge that will apply.
- 3.22 Depending on your Maintenance Agreement, we shall aim to respond to a Call-out:
 - 3.22.1 within four hours of receiving the Call-out request;
 - 3.22.2 within our office hours as set out in clause 3.20 on the next working day; or
 - 3.22.3 by appointment within a mutually convenient time window.
- 3.23 We shall use all our reasonable endeavours to repair your Security System without delay, you authorise us to undertake additional visits to the Delivery Location for further work on your Security System if we are unable to repair or resolve the problem of your Security System.
- 3.24 At our own discretion, we may offer you a different Maintenance Agreement for your Security System:
 - 3.24.1 that extends the warranty period of the components of your Security System after the first twelve months from each components installation; or
 - 3.24.2 that includes the cost of labour, attendance fees or Call-out charges if your Security System requires repair due to a component defect, failure or fair wear and tear; and
 - 3.24.3 clauses 3.24.1 and 3.24.2 are subject to you paying an additional fee for the change in Maintenance Agreement.
- 3.25 If you report an issue that is related to the fault that was identified by our engineer at a Call-out that took place in the previous seven days, we will return without charging for the engineer's time. In order to qualify for this return visit you must have used you system by setting and un-setting at least three times in the previous seven days.

4 Services not included under your Maintenance Agreement

- 4.1 Under your Maintenance Agreement you shall pay the cost of:
 - 4.1.1 Labour;
 - 4.1.2 Components;
 - 4.1.3 Attending a Call-out for:
 - (a) Repairing;
 - (b) Replacing; or
 - (c) Disconnecting any component connected to your Security System;

in the event of a fault caused (but not limited to) by the following under, and including clauses 4.2 to 4.8.
- 4.2 Accidental or malicious damage to the component or interference or tampering with the component by either yourself or a third party other than normal user operation.
- 4.3 Damage caused by rodent, bird or any other animal activity, or the repair or resetting of the system due to activation caused by animal or insect infestation.
- 4.4 Any insurable loss such as fire, flood, theft, or acts of God such as adverse weather, storms, or lightning whether or not you are insured for such events.

- 4.5 Failure of, or interference from, any connected or third party service such as mains supply, telephone line, internet connection, local area network, wide area network, building management, or any other system.
- 4.6 Changes to layout, components, furnishings, or environmental conditions internal or external to the property that interfere with, prevent the operation of, or reduce the performance or sound level of any part of the Security System.
- 4.7 Replacement of consumable items such as (but not limited to) batteries, access control cards, proximity tags, and wireless key fobs.
- 4.8 Cost of hiring any temporary loan equipment, insurance for this equipment, and the cost of refurbishment if not returned in the same condition as it was originally issued.
- 4.9 You shall remain responsible for:
 - 4.9.1 all costs as necessary for the provision of communication services from network providers, and mains supply from energy providers to enable the operation of your Security System through continuous service;
 - 4.9.2 any charges levied by the Police Authority, guarding services, or other services in connection with the use or activation of your Security System no matter how caused; and
 - 4.9.3 any financial arrangements made with yourself for persons acting as your agents for attending to or in connection with the operation of your Security System.

5 Materials

- 5.1 At the time 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.:
 - 5.1.1 we have not provided a quote and cannot reasonably establish what Materials are necessary until we start performing the Services; or
 - 5.1.2 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
 - 5.1.3 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.
- 5.2 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.
- 5.3 The cost of Materials and our labour incurred for work carried out to repair accidental or malicious damage to the Security System or to re-set the Security System after your (or your agents) mis-operation or as a result of a malicious act, are not included in any type of maintenance arrangement and are chargeable to you.

6 Charges based on a quote

- 6.1 The charges and the Services will be notified to you at the time of your Order.
- 6.2 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:
 - 6.2.1 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

- 6.2.2 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.
- 6.3 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 Delivery Location would otherwise be left in a dangerous condition or unprotected from theft).
- 6.4 The charges:
- 6.4.1 do not include the price of the Materials and Services, which will be charged for in addition as notified to you at the time of your Order; and
- 6.4.2 include VAT at the rate applicable at the time of your Order.
- 6.5 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 component as detailed in the Order and the content of any previous proposal. Variations may alter the price quote.

7 Payment

- 7.1 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.
- 7.2 We shall invoice you for the Order, in advance. You must pay us in full for all the Order before delivery of the Services.
- 7.3 You must pay for the Order by cash, by submitting your debit card details or by monthly direct debit and we can take payment immediately or shortly before delivery of the Order.
- 7.4 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 also send a copy of the letter to us.
- 7.5 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 or debit card 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.

8 Delivery

- 8.1 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.
- 8.2 These are examples of events which can be outside our reasonable control:
- 8.2.1 weather conditions make it impossible or unsafe for us to perform the Services;
- 8.2.2 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);

- 8.2.3 you change the Services (and this results in e.g. our having to do further work or wait for different Materials);
 - 8.2.4 we have to wait for your other providers to complete their work before we are able to perform the Services;
 - 8.2.5 we are unable to gain access to the Delivery Location to perform the Services at the times we have agreed with you; or
 - 8.2.6 you have not prepared the Delivery Location despite your promise to do so.
- 8.3 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, The 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.
- 8.4 You warrant that the Delivery Location is properly prepared with services and utilities installed at an industry standard from time to time.
- 8.5 You agree not to allow any person other than one of our authorised representatives to test, repair, adjust, connect to or alter any part of your Security System at any time during the Maintenance Agreement Length.
- 8.6 You accept overall responsibility for the integrity of your Security System insofar as we cannot reasonably be accountable for your actions or those of your agents, or your distribution of keys and/or passwords and codes, proximity tags and key fobs and therefore the potential for someone to identify themselves using correct codes, passwords or device; and you indemnify us against any loss, damage or injury following a breach of your own security or safety protocol.
- 8.7 We accept no responsibility for the non-operation of your Security System whereby:
- 8.7.1 the Security System was not set/armed correctly;
 - 8.7.2 subsequent structural alterations have impaired the field of detection;
 - 8.7.3 subsequent changes in the placement of stock, furniture, and/or fixtures & fittings have impaired the field of detection;
 - 8.7.4 the Security System has subsequently been altered, serviced, or maintained by any third-party person or company, other than by us. You may still be able to rely on your statutory rights under the Consumer Rights Act 2015;
 - 8.7.5 environmental conditions beyond our control, interfering or causing disruption to the Security System; and
 - 8.7.6 the failure to regularly maintain/service the Security System in accordance with the specified maintenance schedule.
- 8.8 We have no special knowledge of the value or nature of the contents of your Delivery Location or the nature of the risks your Delivery Location, its contents, or occupants may be exposed to. Your Security System is not a replacement for insurance and may, at best only reduce any risk, loss, damage, or injury to persons on your Delivery Location to the extent this is reasonably practicable. Therefore, you should take out insurance against all likely risks.
- 8.9 You agree to take all reasonable steps to ensure your Security System causes no distress or nuisance to any third parties.

9 Monitored Security Systems

- 9.1 Where Southern Monitoring Services Limited (ARC) monitors your Security System, you shall be responsible for updating your own keyholding details after our initial set-up assistance. Any alteration to the nominated keyholders will become effective 24-hours after receipt in normal working hours.

- 9.2 Southern Monitoring 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.
- 9.3 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 the Southern Monitoring ARC under normal circumstances.

10 Risk and ownership

- 10.1 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 this Contract.
- 10.2 You must not permit any person other than our authorised representative to test, repair, adjust, or alter any part of the Security System.

11 Conformity and takeovers

- 11.1 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 11.2 to 11.5.
- 11.2 The Services will be provided with reasonable skill and care.
- 11.3 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 the Contract, or when making any decision about the Services after entering into the 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 the Contract or later).
- 11.4 You must provide us with all certificates of conformity and any records relating to your Security Systems if you have asked us to takeover your Security System as part of your Order and the Services. If you are unable to provide us with your certificates of conformity, then at your cost our accrediting body the Security Systems and Alarms Inspection Board (SSAIB) will require us to issue one at the current fee.
- 11.5 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.

12 Excluding liability

For Consumers

- 12.1 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.

- 12.2 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

- 12.3 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.
- 12.4 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

- 12.5 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.
- 12.6 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.
- 12.7 We accept no liability for any loss, damage, or injury arising from the failure of Southern Monitoring ARC to pass to the Police Authority a signal received by Southern Monitoring ARC from the Security System by reason of you (or someone identifying himself or herself as such) advising any Southern Monitoring 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 callout.
- 12.8 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.
- 12.9 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.
- 12.10 We accept no liability following any loss, damage or injury caused by delays in installing any part of the Security System or any effective connection thereof.
- 12.11 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 unless the fault is due to our negligence or lack of care.
- 12.12 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 ARC shall be destroyed by fire or other catastrophe or become so substantially damaged that we are not able to continue the signalling services.
- 12.13 We hold appropriate insurance protection to cover our legal liabilities. Should you require evidence, please contact us.

13 Duration, termination and suspension

- 13.1 The Contract continues until the end of the Maintenance Agreement Length.
- 13.2 At the end of your Maintenance Agreement Length you will receive an invoice for the next period of cover.
- 13.3 Should you not want to agree to renew your Maintenance Agreement and do not pay the invoice (as set out in clause 13.2) but you do:

13.3.1 schedule a call out appointment for us to arrive at the Delivery Location; or

13.3.2 request us to carry out:

(a) work outside the Services;

(b) a Preventative Maintenance Visit prior to the end of your Maintenance Agreement;

you will be charged for the Call-out, a new Maintenance Agreement, any associated work, and Materials at our rates for that visit.

13.4 Should the Contract terminate in accordance with this Contract during the Maintenance Agreement Length and you have requested us to carry out:

13.4.1 work outside the Services; and/or

13.4.2 a Preventative Maintenance Visit prior to the end of the Contract;

you will be charged for the Call-out, a new Maintenance Agreement, any associated work, and Materials at our rates for that visit.

13.5 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.

13.6 On termination of the Contract for any reason, any remaining rights and liabilities of you and us will not be affected.

13.7 Upon request, we shall release to you all certificates of conformity and any records of your Security Systems once all outstanding payments due to us are paid by you and received by us.

13.8 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.

13.9 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.

14 Successors

The Contract is personal to you and is not 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 obligations and benefits of this Contract at our own discretion.

15 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.

16 Governing law, jurisdiction, complaints, and codes

16.1 This Contract will be governed by the law of England and Wales.

- 16.2 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, RM14 2BE with details of your concern or for further information on our policy.
- 16.3 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.
- 16.4 We are subject to the following codes of conduct:
- 16.4.1 Security Systems and Alarm Inspection Board (<https://ssaib.org/>).
- 16.4.2 Which? Trusted trader scheme (<http://trustedtraders.which.co.uk/about/code-of-conduct/>).
- 16.4.3 Trading Standards Buy with Confidence scheme (<https://www.buywithconfidence.gov.uk/>).
- 16.4.4 Checktrade Standard (<http://www.checktrade.com/Consumer/ChecktradeStandard.aspx>).

17 Withdrawal and cancellation – for consumers

- 17.1 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.
- 17.2 You can cancel your 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. If a maintenance visit has taken place a reasonable charge will be made for that visit.
- 17.3 An off-premises contract and a distance contract (but not an on-premises contract) have the cancellation rights set out below.
- 17.4 The cancellation rights referred to in condition 17.2, however, do not apply to a contract for the following goods and services (with no others) in the following circumstances:
- 17.4.1 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;
- 17.4.2 goods that are made to your specifications or are clearly personalised;
- 17.4.3 goods which are liable to deteriorate or expire rapidly;
- 17.4.4 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.
- 17.5 Also, the cancellation rights for a Contract referred to in condition 17.2 cease to be available in the following circumstances:
- 17.5.1 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;
- 17.5.2 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;

- 17.5.3 in the case of any sales contract, if the goods become mixed inseparably (according to their nature) with other items after delivery.
- 17.6 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 17.2 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.

18 Right to cancel – for Consumers

- 18.1 Pursuant to our Terms, you have the right to cancel this contract within 14 days without giving any reason.
- 18.2 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.
- 18.3 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, so it might be better for you to use the cancellation form.
- 18.4 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.

19 Effects of cancellation – for consumers

- 19.1 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.
- 19.2 We may make a deduction from the reimbursement for services supplied and 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.
- 19.3 If we have not offered to collect the Goods, we will make the reimbursement without undue delay, and not later than:
- 19.3.1 14 days after the day we receive back from you any Goods supplied; or
- 19.3.2 (if earlier) 14 days after the day you provide evidence that you have sent back the Goods.
- 19.4 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.
- 19.5 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.

- 19.6 If you have received Goods in connection with the Contract which you have cancelled pursuant to condition 17.2:
- 19.6.1 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 the Contract. The deadline is met if you send back the Goods before the period of 14 days has expired; and
 - 19.6.2 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.
- 19.7 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.