



Our Business is Protecting Yours

Alert Monitoring Limited - Standard Terms

We agree to contract with you on the following terms. These constitute an agreement between us and must be read together with any other documents explicitly agreed to be part of this Agreement. Any other terms contained in any other document are excluded unless their inclusion is expressly agreed in writing between us.

1. Definitions

In these terms:

“**Agreement**” means the contract between us and you for the sale of the Equipment and/or the supply of the Services, including the Order Form and the Operational Procedures;

“**CCTV**” means Closed Circuit Television;

“**Communication Links**” means any telecommunications network, systems, line or link connecting Systems to the alarm receiving centre;

“**Emergency Services**” means the police, fire or other emergency services;

“**External Deterrent**” means the equipment installed externally to provide detection of and visible and audible warnings to intruder activity;

“**Intellectual Property**” means any and all patents, patent applications, know-how, trademarks, trademark applications, trade names, registered design, copyright, database rights or other similar intellectual property rights created, developed, or used in connection with this Agreement;

“**Monitoring Services**” means the services to be provided by us to you of an alarm receiving centre and/or monitoring station, details of which are set out in the Order Form;

“**Operational Procedures**” means the administrative and operational procedures and specifications of the Systems we install and the Services provided by us;

“**Order Form**” means the order form documentation relating to the Equipment or Services;

“**Price**” means the agreed price of the Equipment and/or the Services as stated in the Order Form;

“**Specification**” means the specification in respect of the Equipment and/or the Services;

“**System**” means the CCTV, external deterrent or intruder alarm or other system to be monitored by us for you, as such system is specified in the Order Form.

“**we**” and “**us**” means Alert Monitoring Limited, a company incorporated in England under number 11184693 and whose registered office is at Alert House, One Willowside Park, Canal Road, Trowbridge, Wiltshire BA14 8RH, United Kingdom;

“**you**” means the person, or organisation to whom we have agreed to sell/lease the Equipment and/or supply the Services.

2. Our Obligations

- 2.1 We will provide Monitoring Services to you with reasonable care and skill and, as far as reasonably possible, in accordance with each Order Form and any other timetable agreed.
- 2.2 Any time stated by us for the start of the Monitoring Services is an estimate given in good faith. However, we shall not be liable for any loss suffered by you as a result of any delay in such delivery, installation or completion.



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3. Your Obligations

3.1 You will:

- 3.1.1 provide us with and ensure that your staff provide us with all necessary co-operation in relation to the provision of the Services and/or delivery and installation of the Equipment; ensure that your staff co-operate with us in relation to the provision of the Monitoring Services;
- 3.1.2 promptly give us such information as we may reasonably need to provide the Monitoring Services and you shall be responsible to us for the accuracy of such information;
- 3.1.3 perform a full test of the System not less frequently than fortnightly, and promptly notify us of any issues that arise from such a test.

4. Price and Payment

- 4.1 You must pay our charges for the Monitoring Services as agreed in writing between us. Unless agreed otherwise, all our charges are exclusive of any applicable value added or other tax. We reserve the right to suspend the Monitoring Services if our charges are overdue for payment by you.
- 4.2 The Price is subject to your using the necessary equipment properly and in accordance with its instructions.
- 4.3 We reserve the right to increase all payments due under this Agreement in respect of the Monitoring Services on the first anniversary of the date the Monitoring Services started and on each succeeding anniversary, such increases being notified to you not less than 2 months in advance.
- 4.4 We reserve the right to increase the Price to reflect any increase in our cost due to any delay caused by your instructions or your failure to give us adequate information or instructions (as the case may be).

5. Monitoring Services

- 5.1 It is your responsibility to tell us that you wish to change the location of your receipt of our Monitoring Services. Any necessary alterations may require a change in our charges. The costs of such changes will be charged at our prevailing rates.
- 5.2 We shall in providing the Monitoring Services comply with the relevant requirements of any NSI codes of practice for System monitoring and the current NPCC policy.
- 5.3 We shall take reasonable steps to notify you of a signal received from a System.
- 5.4 If there is to be a direct link to the Emergency Services, it is your responsibility to procure and enter into a contract with the Emergency Services in relation to the System.
- 5.5 We do not guarantee that an Emergency Service will respond promptly or at all to any signal from us. We have no liability to you if they fail to respond. If we are told by the Emergency Service that we may not pass signals from a system to them, then we shall not be required to do so.
- 5.6 You shall ensure that the System is in accordance with all applicable laws.
- 5.7 For the avoidance of doubt, we can only advise you or the Emergency Services of an incident; we cannot prevent such incident from taking place. Furthermore, we are not responsible for the interpretation of what is happening in an incident.



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- 5.8 The Communication Links are provided by independent organisations which are not under our control. We do not accept responsibility for (1) any signal or transmission failing to reach us, Emergency Services or you because of a failure or other problem with any Communication Link or (2) any liability for any resulting non-performance of the Monitoring Services

6. Extent of Liability

- 6.1 Nothing in this Agreement shall be construed as restricting or excluding the liability of either party for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation.
- 6.2 Subject to the immediately preceding sub-clause, we shall be liable to you under this Agreement in respect of all direct loss or damage caused by our acts or omissions or those of our employees, agents or sub-contractors, other than Excluded Loss (whether or not the possibility of such loss arising on a particular breach of contract or duty has been brought to our attention at the time of making this Agreement). In this clause the expression "Excluded Loss" means all special loss and all third party claims, lost management time, economic loss or other loss of business, production, revenue, profit, goodwill or anticipated savings, anticipated tax mitigation, or loss of data, in each case whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.
- 6.3 Our liability to you under this Agreement, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall in no event exceed £100,000.
- 6.4 For the avoidance of doubt, in no event shall either party be liable to the other for any indirect or consequential loss of any nature and howsoever caused.
- 6.5 The price for the Order and the Monitoring Services has been quoted and agreed commercially on the basis of our liability to you as set out in these terms. We do not guarantee that the Monitoring Services will prevent or protect against occurrences of criminal and malicious intent.

7. Termination

- 7.1 Either we or you shall be entitled to terminate this Agreement immediately by written notice to the other if the other commits any material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy it, within 21 days after receipt of a written notice giving full details of the breach and requiring it to be remedied.
- 7.2 Either of us can also terminate this Agreement if the other is the subject of a bankruptcy order (or the equivalent in any other jurisdiction) or the other becomes insolvent or make any arrangement or composition with, or an assignment for the benefit of, its creditors or if any of its assets are the subject of any form of seizure. If either of us is a company, the other can terminate this contract forthwith if the first party goes into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed.
- 7.3 Either of us can give appropriate notice to terminate this Agreement for convenience if it has been agreed between us in writing that the Agreement may be ended in this way. Such a right to give notice to terminate, and the length of notice required, will normally be set out in the Order Form.

8. Confidentiality

- 8.1 Each party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential or could reasonably be regarded as confidential and shall not disclose such information to any person other than its employees, agents or sub-contractors where such disclosure is required for the performance of the party's obligations under this Agreement.
- 8.2 This clause shall not extend to information which was already in the lawful possession of a party before this Agreement or which is already in the lawful possession of a party before this Agreement or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause) or which is trivial or obvious. The obligations of confidentiality under this clause shall continue after the end of this Agreement.



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9. Data Protection

Definitions

"Data Protection Legislation" means (whilst they are in force):

- (i) the Data Protection Act 1998;
- (ii) the EU General Data Protection Regulation ("**GDPR**"); and
- (iii) any successor legislation to the Data Protection Act 1998 or the GDPR and any other applicable laws and regulations relating to the processing of personal data and privacy.

"Personal Data", **"Data Controller"**, **"Data Processor"**, **"Data Subject"** and **"Process"** are as defined in the Data Protection Legislation.

- 9.1 You shall be the Data Controller and we shall be the Data Processor in respect of Personal Data Processed by us on your behalf in performing the obligations under this Agreement. You shall be solely responsible for determining the purposes for which and the manner in which such Personal Data is Processed. However, we shall further be authorised to Process the Personal Data if it is required so to do by the laws of the UK or of any member of the EU, or by the laws of the EU applicable to us to process Personal Data ("Applicable Laws"). Where we rely on laws of the UK, or a member of the EU or EU law as the basis for Processing Personal Data, we shall promptly notify you of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you. You will ensure that you have all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to us and the Processing of the Personal Data by us (or any of our authorized sub-processors) for the purposes of this Agreement.
- 9.2 We shall both at all times during the term of this Agreement comply with all applicable requirements of the Data Protection Legislation in relation to the Processing of Personal Data.
- 9.3 We will maintain a written log of all Processing of Personal Data performed by us on your behalf, and provide you with a copy of such log on request. The written log shall include the following information:
 - 9.3.1 the categories of recipients to whom Personal Data have been or will be disclosed;
 - 9.3.2 a list of any transfers of Personal Data to a third party outside the EEA and UK (including the name of the relevant non-EEA country and organisation), and documentation of the suitable safeguards in place for such transfers. For the avoidance of doubt, all such transfers are subject always to your consent in accordance with this Agreement; and
 - 9.3.3 a general description of the technical and organisational security measures referred to in this Agreement.
- 9.4 Where we Process Personal Data on your behalf, we shall, in respect of such Personal Data:
 - 9.4.1 not access or use Personal Data except as necessary to provide the Services, and then only as reasonably necessary for the performance of this Agreement;
 - 9.4.2 act strictly in accordance with this Agreement and on your written instructions received from time to time;
 - 9.4.3 comply promptly with any request from you to amend, delete or transfer Personal Data;
 - 9.4.4 not disclose Personal Data to any employee, director, agent, contractor or affiliate of ours ("our Personnel"), or any third party, except as necessary for the performance of the Services, or to comply with applicable laws, or with your prior written consent;
 - 9.4.5 implement and maintain appropriate technical and organisational measures:



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- 9.4.5.1 to protect the security and confidentiality of Personal Data Processed by us in providing the Services;
 - 9.4.5.2 to protect Personal Data at all times against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, access or Processing; or
 - 9.4.5.3 as required under Data Protection Legislation.
 - 9.4.6 notify you of any request made by a Data Subject under Data Protection Legislation in relation to or in connection with Personal Data Processed by us on your behalf and will at all times cooperate with and assist you to execute your obligations under the Data Protection Legislation in relation to such Data Subject requests;
 - 9.4.7 Process the Personal Data in accordance with the specified duration, purpose, type and categories of Data Subjects as notified by you to us.
- 9.5 We shall within 24 hours, or earlier if reasonably practicable, of becoming aware, notify you in writing of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data. The notice provided must specify:
- 9.5.1 the categories and number of the individuals and the records concerned; and
 - 9.5.2 the likely consequences of the breach; and
 - 9.5.3 any steps taken to mitigate and address the breach; and
 - 9.5.4 specify an appropriate point of contact within our company who you can contact about the breach.
- We must promptly give you the detail you request to allow you to understand the impact of the breach. We will promptly comply with any instructions provided by you, and cooperate with you, in relation to the data breach.
- 9.6 We will obtain your prior written consent before engaging a subcontractor to Process Personal Data on your behalf. Where that consent is given, it will be conditional upon our having executed a written contract with the third party which contains terms for the protection of Personal Data which are no less protective than the terms set out in this Agreement.
 - 9.7 We shall not, and shall procure that our subcontractors shall not, transfer or Process, any Personal Data outside the EEA and/or the UK without your prior written consent. You shall notify us of the terms you would require for your consent to be given.
 - 9.8 We shall provide you with such reasonable assistance as you require in relation to any complaints made by Data Subjects or investigations or enquiries made by any regulator or supervisory authority relating to you or our obligations under the Data Protection Legislation.
 - 9.9 In relation to Personal Data Processed by us under this Agreement, we shall co-operate with you to the extent reasonably necessary to enable you to adequately discharge your responsibility as a data controller under Data Protection Legislation (including in respect of the preparation of data protection impact assessments).
 - 9.10 You shall have the right to audit us and relevant records and materials as necessary to demonstrate our compliance with our obligations under this Agreement and Data Protection Legislation. At any time we will co-operate fully to allow and assist such audits, including on-site inspections of our business premises or processing facilities, conducted by you or your auditor.
 - 9.11 We will tell you immediately if we are asked to do something which might infringe the Data Protection Legislation or other data protection law of the EU or a member state.



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- 9.12 We shall ensure that any of our Personnel with access to Personal Data are both bound by confidentiality obligations in respect of access, use or processing of such Personal Data, and have received appropriate training.
- 9.13 At your request, we shall provide a copy of all Personal Data held by us in the format and on the media reasonably specified by you.
- 9.14 On termination or expiry of this Agreement, at your request, we shall delete or return to you all Personal Data processed by us on your behalf, and we shall delete existing copies of such Personal Data except where necessary to retain such Personal Data strictly for the purposes of compliance with UK, EU or EU Member State Laws applicable to us.
- 9.15 We shall each be responsible for bearing the costs of our obligations under this Agreement.
- 9.16 We will each agree to any reasonable amendment to this Agreement required to bring it into line with any amendment to or re-enactment of any Data Protection Legislation, in particular to reflect the GDPR, or to allow each of the Parties to comply with any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of Personal Data.

10. Force Majeure

Neither party shall be liable for any breach of this Agreement caused by matters beyond its reasonable control, including, but not limited to, Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving a party's employees), failures or interruptions of electricity supplies, weather of exceptional severity or acts of local or central government or other authorities.

11. General

- 11.1 The terms of this Agreement represent the entire agreement between the parties and supersede any previous agreement (whether recorded in writing or otherwise).
- 11.2 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may have been notified to the party giving the notice.
- 11.3 No waiver or any amendment to these terms shall be effective unless in writing and signed by both you and us.
- 11.4 A person who is not a party to these terms may not enforce any of them under this Agreements (Rights of Third Parties) Act 1999.
- 11.5 If any dispute arises out of these terms we will both attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If the matter is not resolved by negotiation, the parties will refer it to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. (See www.cedr.co.uk). Unless otherwise agreed, the mediator shall be appointed by CEDR. If the parties fail to agree terms of settlement within 42 days of the start of the first meeting held under such procedure, the dispute may be referred to litigation by either party.
- 11.6 This Agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.