

**SHIELD FIRE AND SECURITY LIMITED  
TERMS AND CONDITIONS OF BUSINESS**

**1. Interpretation**

In these Terms and Conditions (“**the Conditions**”):

“ <b>Client</b> ”	means the person, firm or organisation for whom Shield has agreed to provide the Services in accordance with these Conditions;
“ <b>Commencement Date</b> ”	means the date on which the supply of the Services will commence as specified in the Schedule;
“ <b>Consumer</b> ”	means consumer as defined under the Unfair Contract Terms Act 1977 and the Sale of Goods Act 1979;
“ <b>Contract</b> ”	means the contract for the provision of the Services made between Shield and the Client;
“ <b>Fees</b> ”	means the fees payable by the Client for the Services as set out in the Quotation or as otherwise agreed between the parties from time to time in writing;
“ <b>Intellectual Property Rights</b> ”	means any patents, design rights, trademarks, service marks (in each case whether registered or not), applications or rights to apply for any of the foregoing, database rights, know-how, trade or business names, rights in confidential information, goodwill and other similar rights existing in any part of the world;
“ <b>Practical Completion</b> ”	The date when the agreed works are completed/commissioned as confirmed by the signed Handover Certificate or when the client uses it whatever shall occur first
“ <b>Quotation</b> ”	means the written quotation for the Services submitted by Shield to the Client;
“ <b>Services</b> ”	means the Passive Protection, Door Sets, Access Control, VSS (CCTV), Fire Alarm, Intruder Alarm and other related Services provided by Shield to the Client as set out in the Schedule;
“ <b>Shield</b> ”	means Shield Fire and Security Limited a company registered in England and Wales under company number 10447709 whose registered office is at Newham Rd, Newham, Truro, Cornwall, TR1 2SU;
“ <b>Shield Material</b> ”	means but shall not be limited to any written documents, reports, plans, designs, drawings, pictures, photographs or other images or any other record or any information in any form provided by Shield;
“ <b>Site</b> ”	means the location at which the Services are to be carried out as specified in the Schedule;
“ <b>System</b> ”	The goods and equipment supplied by Shield
“ <b>Term</b> ”	means the term of the Contract pursuant to clause 3.

- 1.1 On receipt of an initial enquiry by the Client, Shield shall send the Quotation and these Conditions to the Client.
- 1.2 The supply of the Services by Shield to the Client shall be non-exclusive and subject to these Conditions. Whether or not the Client sign the Conditions unless otherwise notified in writing to Shield, the Client shall be deemed to have accepted and agreed that the supply of the Services by Shield shall be in accordance with these Conditions.
- 1.3 Subject to any variation under clause 1.5 the Contract will be formed on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Client purports to apply under any other document endorsed upon, delivered with or contained within the Quotation or simply as a result of such document being referred to in the Quotation).
- 1.4 No variation of these Conditions shall apply unless confirmed in writing by or on behalf of a director of Shield. Shield reserves the right to amend and update these Conditions at any time without notice.

1.5 These Conditions together with the Quotation and the Schedule constitute the whole agreement between the parties and supersede any prior promises, representations, undertakings or implications whether written or oral.

## **2. Supply of the Services**

2.1 The Services shall be provided in accordance with these Conditions unless otherwise amended from time to time in accordance with clause 2.2.

2.2 Shield may at any time without notifying the Client make any changes to the Services which are necessary to comply with any statutory requirements, or which do not materially affect the nature or quality of the Services.

2.3 Shield undertakes to use its reasonable endeavours to complete each stage of the Services by the dates agreed in writing with the Client but time shall not be of the essence in relation to such obligations. If Shield is prevented or delayed from performing any of its obligations under these Conditions by reason of any act or omission of the Client (other than under clause 11) then notwithstanding anything else in these Conditions the Client shall pay to Shield all reasonable costs, charges and losses sustained or incurred by Shield which are attributable to such act or omission.

## **3. Term**

3.1 The supply of the Services shall commence on the Commencement Date and shall continue until the Services are completed in accordance with clause 10 or otherwise terminated in accordance with clause 9.

## **4. Fees and Payment**

4.1 The Fees payable by the Client shall be the fees set out in the Quotation.

4.2 All prices, fees, charges, disbursements, expenses and other sums payable hereunder are exclusive of and subject to any Value Added Tax which shall be paid by the Client in addition on payment for the Services.

4.3 Time for payment shall be of the essence. Unless otherwise stated the Fees are payable 30 days net monthly.

4.4 No payments shall be deemed to have been received by Shield until it has received cleared funds.

4.5 All payments payable to Shield under the Contract shall become due immediately on termination of the Contract despite any other provision.

4.6 Subject to clause 4.7 the Client shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

4.7 If the Client fails to pay any sum due under the Contract on the due date, Shield shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount at the rate of 4% above the base lending rate from time to time of the Bank of England accruing on a daily basis until payment is made whether before or after judgment. Notwithstanding this Shield reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4.8 In the event that the Client requires additional work not included as part of the Services such work shall be charged by Shield at an additional rate agreed in advance with the Client. Any additional charges shall be payable by the Client 30 days net monthly.

4.9 Until full payment has been received by Shield for the system or any service additions, property within the system shall remain with Shield.

## 5. Sub-Contractors

- 5.1 The Client agrees and acknowledges that Shield reserves the right to appoint sub-contractors to carry out the Services.
- 5.2 Sub-contractors are not permitted to sub-contract any works to a third party without obtaining prior permission from Shield; any such request must be made in writing. A written response of permission must be obtained prior to any sub-contract to a third party.

## 6. Client's Obligations

- 6.1 In addition to any other obligations set out in these Conditions, the Client shall:
- 6.1.1 make available to Shield (its sub-contractors, employees and personnel) such access, equipment and other services at the Site as may be necessary to enable Shield to carry out the Services;
  - 6.1.2 promptly provide Shield with such information and documents as Shield may reasonably request for the proper performance of the Services and be responsible for ensuring that such information is true, accurate, complete and not misleading in any respect;
  - 6.1.3 obtain all third party consents, licences and rights as may be required in order to allow Shield to provide the Services;
  - 6.1.4 maintain adequate insurance cover for the Site as may be necessary to cover the provision of the Services by Shield at the Site and to enable it to comply with its obligations under these Conditions and to produce reasonable evidence of such insurance cover to Shield on request;
  - 6.1.5 ensure the Site complies with all statutes, laws, regulations and bye-laws as are applicable to it.
- 6.2 Should the Client fail to perform any of its obligations under these Conditions then Shield will not be responsible for any delay,
- 6.3 increase in fees or other consequences arising from such failure and the Client shall indemnify Shield in full for any costs or expenses incurred due to such failure.
- 6.4 Upon request, pay to Shield 40% of the purchase price of the system on signature of this Agreement and the balance of the purchase price on Practical Completion of the Installation within the stated terms.
- 6.5 Pay to Shield any charges relating to the System levied by Monitoring Station, Police, Fire or other authority
- 6.6 Obtain and pay for all licenses, consents, permits, way-leaves or approvals required for the Installation and Maintenance of the System.
- 6.7 Use the system properly in accordance with the Manufactures User Guides.

## 7. Cancellation

- 7.1 Subject to clauses 7.2 and 7.3, no cancellation or suspension of the Contract by the Client shall be valid or binding unless notified in writing to Shield and agreed in writing by Shield.
- 7.2 Subject to clause 7.3, Shield shall not be bound to accept the cancellation or suspension of the Contract for whatever cause and the agreement by Shield of the Client's order to any such cancellation or suspension shall be subject to Shield being indemnified in full by the Client in respect of all and any expenses and loss incurred or sustained by it up to and including the date Shield receives notice of cancellation in accordance with clause 7.1.
- 7.3 If a Client is a Consumer the Client may by notice in writing cancel the Contract within 7 days of receipt of written confirmation from Shield provided that Shield has not commenced performance of the Services with the Client's consent within that time. Signature of these Conditions by the Client constitutes consent for that purpose. The Client shall be entitled to a full refund of any sums paid by the Client to Shield in respect of the Services within 30 days of receipt by Shield of any such duly given notice of cancellation

## **8. Warranties and Liability**

- 8.1 Shield warrants to the Client that the Services will be provided using reasonable care and skill but will not be responsible for re-decoration or reinstatement of the clients Premises. Where Shield supplies in connection with the provision of the Services any goods or services supplied by a third party, Shield does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the party supplying the goods or services to Shield.
- 8.2 Except where the Client is a Consumer all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are to the fullest extent permitted by law, excluded from the Contract.
- 8.3 The Services shall be provided only in accordance with and to the extent set out in the Quotation. The Client agrees and acknowledges that the Services do not cover any matters expressly excluded by the Quotation that Shield shall have no liability in respect of anything which does not form part of the Services.
- 8.4 Shield shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions or materials supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 8.5 Except in respect of death or personal injury caused by Shield's negligence, or as expressly provided in these Conditions, Shield shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit, pure economic loss, loss of business, depletion of goodwill or any indirect or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Shield, its employees or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client, and (without prejudice to the foregoing) the entire liability of Shield under or in connection with the Contract in respect of each event or series of events shall not exceed the amount of £500,000 (in the aggregate) for claims made in relation to the professional negligence of Shield and £5,000,000 in respect of other claims.
- 8.6 Where a system comprises software, Shield shall not be responsible for the loss, corruption of, or faults relating to, recorded data, Client Software or Programs or the cost of reconstructing said data.
- 8.7 In the first year from Practical Completion of the Installation, Shield will remedy any defect of workmanship or materials in the system free of charge.

## **9. Termination**

- 9.1 If the Client:
- 9.1.1 fails to make any payments due under clause 4; or
  - 9.1.2 fails to provide Shield with access to the Site or any equipment or services specified by Shield as necessary for the provision of the Services;
  - 9.1.3 has an encumbrancer take possession of or a receiver or administrator or administrative receiver appointed over any of its property or assets; or
  - 9.1.4 makes a voluntary arrangement with its creditors or become a subject to an administration order or bankruptcy order; or
  - 9.1.5 enters into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations of the Client under these Conditions); or
  - 9.1.6 ceases or threaten to cease to carry on business; then and in any such case Shield shall have the right (without prejudice to any of its other remedies) to terminate the Contract forthwith by written notice to the Client.
- 9.2 The termination of the Contract for whatever reason shall be without prejudice to the rights and obligations of the parties accrued up to and including the date of such termination.

## **10. Force Majeure**

10.1 Shield reserves the right to delay performance of the Services or to cancel the Contract without liability to the Client if it is prevented from or delayed in the carrying on of its business due to circumstances outside its reasonable control including but, without limitation, strike, lock-out or other industrial action (whether or not relating to either party's workforce), terrorist activity, civil commotion, government action, acts of God, war or national emergency or other circumstances beyond Shield's reasonable control provided that, if the event in question continues for a continuous period in excess of three months then either party shall be entitled to give notice in writing to terminate the Contract.

## **11. Data Protection**

11.1 Each party undertakes to comply with the provisions of the Data Protection Act 2018 (the '2018 Act') and the EU General Data Protection Regulation 'GDPR' (as may be amended from time to time) and any other relevant data protection legislation.

## **12. Notices and Service**

12.1 Any notice required under these Conditions or by statute, law or regulation shall (unless otherwise provided) be in writing and delivered in person, sent by facsimile or registered mail or sent by email to the respective address of the party to whom the notice is given as set out above or as each party may from time to time designate by notice hereunder. Any such notice shall be considered to have been given on the first working day of actual delivery or sending by email or in any event within 2 working days after it was posted in the manner hereinbefore provided.

## **13. Miscellaneous**

13.1 The headings to these Conditions are for convenience only and shall not affect their construction.

13.2 Where the context so admits reference in these Conditions to one gender shall include the other gender and the neuter and vice-versa and words denoting the singular shall include the plural and vice-versa.

13.3 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

13.4 Failure or delay by Shield in enforcing or partially enforcing any provision of these Conditions shall not be construed as a waiver of any of its rights under these Conditions or the Contract. No waiver of any of these Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.

13.5 The Client shall not be entitled to assign or sub-licence or part with possession of any of its rights or liabilities hereunder without the prior written consent of Shield. Shield shall be free to sub-contract the performance of all or part of its obligations hereunder.

13.6 A person who is not party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.

13.7 These Conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England.

13.8 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions.