

Terms and Conditions – Mobile Response/Keyholding/Patrols/Guarding

1 Interpretation

1.1 In these Terms:

“Agreement” means the contract for the provision of the Services of which these Terms form part;

“Assignment Instructions” means any document agreed in writing between the parties which contains a specification of Services to be provided by the Company;

“Authorised Representative” means the person or person(s) described in the Agreement as being authorised representative(s) of the Client or as a keyholder of the Client or such other person as may from time to time be appointed by the Client as its new or additional authorised representative provided that such appointment has been notified to the Company by such person as the Company reasonably believes to have authority to appoint a new or additional authorised representative;

“Authority” means any of the police, fire or such other person or body as may be specified by the Client in writing;

“Charges” means the Company’s charges as set out in the Agreement and as varied from time to time in accordance with these Terms;

“Client” means the person, firm or company named in the Agreement who instructs the Company to provide the Services;

“Communications Link” means any telecommunications network systems, line or link connecting the Premises to the Control Room or any device which carries data from the Premises to the Control Room Equipment;

“Company/ Cougar” means Cougar Monitoring Ltd a company incorporated in England (under registered number 03223218) whose registered office is at Prime House, Sapcote Trading Centre, Powke Lane, Cradley Heath, West Midlands B64 5QR;

“Consumer” means a person who buys the Services but not as part of a business;

“Control Room” means the monitoring centre(s) CAT2 ARC operated by the Company from time to time;

“Control Room Equipment” means any equipment or computer system, applications, platforms or programs in or used in or by the Control Room which is used by the Company to receive and process data or information transmitted from the Premises;

“Effective Date” means the date on which the Agreement is signed by authorised representatives of the Client or the date on which the Client is deemed to have accepted the Agreement, if earlier Provided That the Agreement is not subsequently cancelled by the Company during or at the end of the Trial Period;

“End-User” means the person or organization utilizing the Services at the Premises, being a customer of the Client, as listed on the Schedule to the Agreement and as agreed between the Company and the Client from time to time during the term of the Agreement;

“Event” means an alarm activation, a scheduled attendance, a visual alert at the Premises which the Company considers suspicious, or an incident at the Premises that triggers a response from the Company;

“Premises” means the premises in respect of which the Services are to be provided as set out in the Agreement;

“Quarter” means a period of ninety days, the first such period beginning on the date of the Agreement and each subsequent ninety day period commencing on the first day immediately after the end of the prior ninety day period;

“Services” means the services to be provided by the Company as stated in the Agreement;

“Trial Period” means 14 days from the date that the Agreement is signed during which period the Company will ascertain whether or not the Premises are suitable for the Services and whether or not the Company approves the Premises’ suitability.

1.2 Where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender include all genders.

1.3 Clause headings are purely for ease of reference and do not form part or affect the interpretation of these Terms.

1.4 Capitalised terms will be construed to take the meaning set out in this clause 1 or in the Agreement.

1.5 References to each party herein include references to its successors in title, permitted assigns and novates.

2 Supply of the Services

2.1 The Company shall provide the Services subject to these Terms and in accordance with the Assignment Instructions and in consideration of payment of the Charges. Any changes or additions to the Services or these Terms must be agreed in writing by the Company.

2.2 The Client shall at its own expense supply the Company with all necessary information or other materials, and all necessary data or other information relating to the Services and the Premises and any End-User within sufficient time to enable the Company to provide the Services in accordance with the Agreement and the Client shall ensure the accuracy, completeness and adequacy of all information that is supplied.

2.3 The Company may at any time make any changes to the Services and these Terms without notice where the changes are reasonably necessary to comply with any applicable safety or other statutory requirements, or on not less than 30 days’ notice where the changes do not materially affect the nature or quality of the Services.

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2.4 The date of commencement of the Services specified in the Agreement is intended to be an approximate date only and the Company may, at its sole discretion, vary the due date for the commencement date of the Services on notice to the Client where necessary due to any reason beyond its control which constitutes an event of Force Majeure under clause 11.11 or any failure or delay by the Client or the End-User, if any, in complying with these Terms.

2.5 The Services shall not commence until the Trial Period, where applicable has been completed to the Company's satisfaction.

2.6 The Company may cancel this Agreement and refund any Charges paid in advance by the Client in the event that on or before the expiry of the Trial Period, the Company notifies the Client that the Premises are not suitable for the Services or that it does not approve the claims details supplied to it by the Client under 2.8.

2.7 The Client shall provide, and where applicable, procure that each End-User shall promptly provide, the Company with all rights of access, without prior notice, to the Premises and any other facilities and all assistance, materials and equipment which the Company may reasonably request to facilitate the proper or timely performance of the Services. The Client shall be responsible for the safety and security of the Company's personnel whilst at the Premises or other such facilities or using such equipment and/or materials.

2.8 Within 14 days of the date of the Agreement, the Client shall provide the Company with written details of all material insurance claims by it over the last 5 years.

2.9 The Company shall not be obliged to act on any communication from the Client unless it is made by an Authorised Representative with appropriate password and Premises reference.

2.10 The Company and the Client shall report and exchange operational information regularly, including but not limited to changes in specified contingency plans via the Client's Authorised Representative.

3 Charges

3.1 The Client shall pay the Company's Charges and any additional sums which are payable by the Client under the Agreement or which, in the Company's sole discretion, are required as a result of the Client or End-User's instructions, lack of instructions, the inaccuracy of any information or material supplied by the Client/End-User or any other cause attributable to the Client/End-User.

3.2 In addition to the Charges, the Client will be responsible for the payment of the following:

3.2.1 installation and rental charges for any Communications Link between the Premises and the Control Room;

3.2.2 fees or charges imposed by an Authority in respect of the provision of the Services; and

3.2.3. any charges imposed by any Authority, supplier or any third party; and,

such additional payments shall be paid directly to the relevant agency or authority or to the Company if billed by that agency or Authority to the Company.

3.3 Charges are paid to the Company at the times set out in the Agreement.

3.4 All sums payable under the Agreement are payable in full without deduction, withholding, set-off or counterclaim for any reason whatsoever.

3.5 The Client shall pay to the Company on demand all costs and expenses (including legal costs and expenses) incurred by the Company in recovering or enforcing payment of the Charges and any amounts payable by the Client under the Agreement.

3.6 The Company may revise its Charges annually with each anniversary of the Effective Date and shall give not less than 30 days' notice of any increase which shall in any event be not more than ten percent (10%).

3.7 If charges incurred by the Company essential in the provision of the Services and which are imposed by any authority, supplier should be increased, then the Company may increase the Charges to the Client with immediate effect

3.8 The Charges are based on the information provided by the Client to the Company in relation to the Premises at the commencement of the Agreement and/or acceptance of the Premises, and the level of risk involved in relation to the Services at that time and the Company reserves the right to review the Agreement and the Charges in the event that the condition of the Premises changes during the term of the Agreement or the information provided is incorrect or incomplete and to make reasonable amendments to them on 30 days' notice to the Client including but not limited to increasing the Charges or requiring the Client to increase its level of insurance at its cost and in the event that the proposed amendments are not agreed by the Client within 5 working days then the Company shall be entitled to terminate the Agreement with immediate effect or, where the Client is a Consumer, to terminate the Agreement on 30 days' notice.

3.9 All Charges quoted to the Client for the provision of the Services are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.10 If any payment under the Agreement is not made on the due date, the Company shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount at the rate of 2% per month from the due date until the outstanding amount is paid in full (before as well as after judgment).

3.11 If the Agreement is terminated by the Client for any reason, other than by reason of the Company's default or insolvency, or is terminated by the Company, the Client shall pay to the Company all charges and other payments due and unpaid in respect of the period

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from the date of termination to the earliest date that the Agreement could otherwise be terminated under clause 7.1 and the Client shall not be entitled to a refund of any Charges paid in advance.

4 Obligations

4.1 When an Event occurs the Company shall use its reasonable endeavours to take the steps or such combination of steps including all or any of the steps set out in the Agreement or Assignment Instructions, as it deems appropriate in its sole discretion;

4.2 Any obligations of the Company to notify any person of an Event shall be an obligation only to take reasonable steps to notify that person.

5 Warranties and Liabilities

5.1 The Company warrants to the Client that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Agreement and at the intervals and within the times referred to in the Agreement.

5.2 The Client acknowledges that the Company has no detailed knowledge of the nature or value of the contents of the Premises and is not an insurer, that it cannot obtain unlimited insurance cover for its potential liability under contracts such as this and there are some risks against which the Company cannot obtain insurance. The Client does (or should) know the nature or value of the contents of the Premises and agrees that since the potential loss or damage which the Client or End-User might suffer is likely to be disproportionate to the sums that can reasonably be charged by the Company, and taking into consideration the opportunity afforded to the Client to negotiate the terms of any limitations and exclusions set out in this Agreement, the Client acknowledges that it is fair and reasonable for the Company to limit and exclude its liability. In particular, the Client agrees and acknowledges that the exclusions and financial caps set out in this Agreement are fair and reasonable.

5.3 The Client acknowledges that insurance is available and that the End-User and, where applicable, the Client, should take out and maintain for the term of the Agreement reasonable and adequate insurance to cover potential loss, damage or liability and for the property that is located at the Premises and agrees to disclose to any End-User these Terms and in particular the contents of this clause 5.3 to each End-User.

5.4 The Company shall have no liability to the Client or End-User for any loss, damage, costs, expenses or other claims for compensation arising from any information, material or instructions supplied by the Client, End-User or any third party 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 or omission of the Client, End-User or any third party.

5.5 Nothing in this Agreement limits or shall be deemed to limit any liability which cannot legally be limited, including but not limited to liability for:

5.5.1 death or personal injury caused by negligence;

5.5.2 fraud or fraudulent misrepresentation; and

5.5.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

5.6 The Company shall be liable for physical damage to tangible property of the Client and/or End-User resulting from its negligence provided that without prejudice to clause 5.5, the Company's total aggregate liability per event or series of related events for such loss or damage will not in any event exceed the sum of ten thousand pounds (£10,000).

5.7 Subject to clause 5.5 and except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Terms, the Company shall not be liable to the Client and/or End-User by reason of any representation, misrepresentation (unless fraudulent), tortious act or omission, negligence, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement, for any loss of profit, loss of business, depletion of goodwill, loss of savings, loss of goods, loss of data, loss of contract or any indirect, special or consequential or pure economic loss, damage, costs, expenses or other claims (whether caused by the negligence or breach of contract of the Company, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use and, except as expressly provided in these Terms, the entire liability of the Company per event or series of related events under or in connection with the Agreement whether in contract, tort or otherwise shall not exceed the sum of ten thousand pounds (£10,000).

5.8 The Company shall not be liable to the Client/End-User or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control and which constitutes an event of Force Majeure under clause 11.11.

5.9 The Communications Links and some parts of the Control Room Equipment are provided by independent organisations which are not under the Company's control. The Company does not accept responsibility for any transmission or details of an Event failing to reach the Control Room because of a failure or any other problem whatsoever with any Communications Link or liability for any resulting non-performance of the Services.

5.10 Subject to clause 5.5 of this Agreement and except in respect of death or personal injury caused by the Company's negligence, the Company excludes and shall in no circumstances have any liability for breach of contract or negligence where the Customer fails to notify

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the Company of any claim in respect of such liability within 30 days of it becoming aware of the event, incident, circumstance or occurrence which may or does give rise to such liability.

5.11 The Client hereby acknowledges, agrees and recognises that the Company will be using the Control Room or its personnel for its own general purposes and for providing services to other persons and the Client expressly agrees that the Company shall have no duty of confidentiality to the Client and/or the End-User in respect of the Agreement or the details of Events communicated via the Communication Links and the Services are a shared service with other customers of the Company and shall notify the End-Users accordingly.

5.12 The Client acknowledges that the Company is under no obligation to maintain, repair, service, replace, operate or assure the operation of any equipment or device not provided by the Company including without limitation, the Communications Link serving the Premises and any other relays or other facilities required to connect the Premises to the Communications Link and that the Company shall not be liable for any loss or damage resulting in the failure or inadequate performance of any such equipment or device or link.

5.13 The Client further acknowledges that:

5.13.1 the Services are intended only to reduce the risk of loss of and damage to property and injury to persons on the Premises to the extent that it is reasonably practicable by use of such Services;

5.13.2 the Services do not include any acts or services which would constitute law enforcement or other services falling within the duties of the Police;

5.13.3 the Client agrees that the Company shall not otherwise than as expressly set out in these Terms, be liable for any loss of or damage to the Premises or any property therein caused by any breaking in, attempted breaking in, theft or malicious damage, riot or civil commotion, by reason of failure in the Services;

5.13.4 the Charges are based solely on the value of the Services and are unrelated to the value of any property at the Premises; and

5.13.5 the Company shall not be liable to the Client for advice given outside the scope of the Services.

5.14 The Client agrees to indemnify and keep indemnified the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:-

5.14.1 a claim brought by the End-User or any third party against the Company in tort or otherwise in connection with the Services;

5.14.2 any liability of the Company for personal injury or death suffered by an employee of the Company caused by any negligence of the Client or End-User or its officers, employees, agents or sub-contractors, or any breach by the Client or End-user of any statutory duty owned by the Client or End-User, or otherwise occurring in the course of the performance by that employee of any of the Services.

5.15 Notwithstanding this clause 5, nothing contained in these Terms is intended to limit any right the Client may have as a Consumer under applicable law or other statutory rights or to exclude liability of the Company for death or personal injury caused by the Company's negligence.

5.16 The Client shall not, without the prior written consent of the Company, at any time during the term of the Agreement or within 12 months after the last date of supply of the Services, solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee of the Company in the provision of the Services.

6 Security Personnel

6.1 Subject to clause 6.2 where the Services include the provision of on-site security officers (Security Personnel):-

6.1.1 the Company's total liability for direct physical damage or loss of any property of the Client or End-User, as applicable, or any property of a third party for which the Client or End-User is responsible caused by or resulting from the acts or omissions of the Company or the Security Personnel in relation to the Company's obligations under this Agreement or under law shall be limited to £10,000 (ten thousand pounds) per event or series of related events and the Client acknowledges that this is a fair and reasonable limitation of the Company's liability taking into account the Charges; and

6.1.2 subject to clauses 6.1.1 and 6.2.1, the Company's total liability to the Client or End-User in respect of any one claim or series of linked claims arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of (a) the sum charges paid under the Agreement in the 12 months immediately preceding the relevant claim or (b) £10,00 (ten thousand pounds).

6.2 Where the Services include the provision of Security Personnel:

6.2.1 without prejudice to any liability of the Company in relation to breach of this Agreement, the Company shall not be liable for any burglary, theft, arson or wilful damage or similar action by any member of the Security Personnel,

unless such act or omission could have been reasonably prevented by the Company; and

6.2.2 the Client shall indemnify and keep indemnified the Company against any liability of the Company for personal injury or death suffered by any Security Personnel caused by any negligence of the Client or End-User, their officers, employees, agents or contractors, or any breach by the Client of any of its obligations under this Agreement or by the Client or End-User of the law or otherwise occurring in the course of the performance of the Services by any Security Personnel except in each case to the extent due to the contributory negligence of such individual.

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7 Termination

7.1 Either party shall be entitled to terminate the Agreement at any time by giving not less than 90 days written notice to the other to expire at the end of the Initial Period or on any subsequent anniversary of that date.

7.2 Either party may (without limiting any other remedy) at any time terminate the Agreement by giving written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other ceases business, goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986).

7.3 The Company may terminate the Agreement by immediate notice if the Client is more than 14 days overdue with any payment hereunder in respect of a particular End-User's Premises then it shall continue in full force and effect in respect of the other End-Users and the Client shall immediately inform the relevant End-User that the Services under the Agreement have ceased to operate forthwith.

7.4 Where the Company is entitled to terminate the Agreement under clause 7.2 or clause 7.3, without prejudice to any other remedy, the Company may elect to suspend the performance of the Services to the Client or in respect of all or any End-User, if any, for such period of not more than 4 weeks and the Company may terminate this Agreement under clause 7.2 or 7.3 at any time during or at the end of such suspension if the breach by the Client is continuing or any of the circumstances set out in clause 7.2 or 7.3 have occurred or occur during that period of suspension.

7.5 On termination of the Agreement the obligations of the Company to provide the Services shall cease without prejudice to any accrued rights or liabilities of either party and, where the Client has an End-User, it shall immediately inform the End-User that the Services under the Agreement have ceased to operate forthwith.

7.6 On termination of the Agreement all monies payable by the Client shall be immediately due and payable.

7.7 Where the Agreement is terminated or suspended, no refund of any of the Charges paid in advance by the Client shall be payable to the Client except where the Agreement is terminated due to the Company's default.

7.8 The provisions of clauses 3 & 5, 6, 7, 8, 9, 10 and 11 shall survive termination of any Services or the Agreement.

7.9 The Company accepts no liability for delays and interruption in the provision of the Services and may terminate or suspend immediately the Services for any period without liability for any resulting loss if provision of the Services is in any way adversely affected by any act or default on the part of the Client, an End-User or any third party, or any Act of God, war, civil commotion, strike, industrial action, fire or flood, or any other cause which the Company could not have been reasonably expected to prevent or which is beyond its control.

8 Indemnity

8.1 Subject to and without limiting clause 6 of these Terms, the Client shall be solely responsible for and shall keep the Company indemnified against all liabilities, claims and expenses incurred by the Company in relation to the provision of the Services arising out of the Client or End-User's breach of these Terms

9 Confidentiality

9.1 The Client shall not disclose to any person (except for the purposes of effecting insurance) any information relating to the Services and shall keep the Company indemnified against all losses and expenses incurred by the Company as a result of any disclosure or information in contravention of this clause.

9.2 The Company will not disclose any details of the Client and/or End User obtained during any tendering process or performance of the Agreement to any third party unless written permission has been obtained from the Client and/or End-User save where disclosure is required for the performance of the Services or by law.

9.3 The Company shall have the right to disclose to the police force, fire service or other relevant authorities or to any insurance company or any party acting on behalf of such company, details of all records kept by the Company relating to any activations received or Events occurring at any time during the provision of the Services at any Control Room in respect of the Premises and/or Services.

10 Data Protection

10.1 In this clause 10:

10.1.1 "DPA" refers to the Data Protection Act 2018 (as amended, extended or re-enacted from time to time and including any subordinate legislation made under the DPA);

10.1.2 "GDPR" refers to the EU General Data Protection Regulation (2016/679);

10.1.3 "ICO" refers to the Information Commissioner's Office;

10.1.4 "SIA" refers to the Security Industry Authority; and

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10.1.5 terms relating to data privacy/protection (but not otherwise defined) such as personal data, data controller, data processor and process shall have the meanings given to them in the DPA or the GDPR (as applicable);

10.2 The Client expressly appoints the Company as a processor of personal data on its behalf, through its provision of the. In the ordinary course of providing the Services, personal data shall be processed by the Company relating to:

10.2.1 data subjects captured by the System or the relevant CCTV unit at the relevant Premises (for the purposes of the Services); and

10.2.2 End-User and Client staff (for the purposes of performing the Company's obligations, and exercising the Company's rights, under the Agreement).

10.3 The Company warrants to the Client that:

10.3.1 all personal data processed by it in connection with the Services, shall be processed in accordance with the DPA and the GDPR, the Company's privacy policy (available at <http://www.cougarmonitoring.com/privacy-cookie-policy/>, to the extent it complies with the DPA and the GDPR), the terms of this Agreement and the Client's written instructions (from time to time);

10.3.2 it shall maintain a valid and subsisting registration with the ICO for the duration of the time which it processes any personal data pursuant to this Agreement;

10.3.3 all Company staff who have access to any personal data under or in connection with the Agreement:

a) have a valid and subsisting SIA licence;

b) are appropriately trained in, and aware of, their obligations to protect personal data, and a data subjects rights under, the GDPR, and are regulated by the Company's internal data protection, security, retention and breach reporting policies; and

c) are limited to those staff who need access in order to perform the Services; and

10.3.4 all personal data it processes in connection with the Services are stored and backed up on secure, UK based servers accessible by staff directly, on the Company's premises only and are not transferred to, or processed outside, the EEA at any time.

10.4 The Company shall process personal data for the duration of the Agreement and for the Services only, and shall only retain personal data obtained through the System or any CCTV unit in accordance with its internal data retention periods of up to 6 months.

10.5 The Company shall notify the Client within 24 hours of discovering a personal data breach (including if any personal data is lost, destroyed or becomes damaged, corrupted or unusable).

10.6 The Company shall only share personal data obtained with any third party, such as the police, where necessary or permitted by applicable laws. Any disclosures to an End-User shall be made subject to the Company notifying the Client in advance.

10.7 The Client shall, or procures that each End-User shall, place signs (suitably sized and readable by visitors to the relevant Premises) indicating that:

10.7.1 CCTV surveillance is in operation for the prevention and detection of crime, personal safety and the protection of property; and

10.7.2 CCTV footage shall be transferred to, and processed by, the Company (for the above reasons), with appropriate contact information for the Company should data subjects wish to find out further information or exercise their rights under the GDPR (subject to the Company's standard forms).

11 General

11.1 These Terms (together with the terms, if any, set out in the Agreement) constitute the entire agreement between the parties, supersede any previous agreement or understanding and, except as set out in these Terms, may not be varied

except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

11.2 Where the Client has an End-User, it will notify to all End-Users these Terms and all relevant terms, conditions, requirements and responsibilities of the End-User under these Terms.

11.3 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time

have been notified pursuant to this provision to the party giving the notice.

11.4 No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.5 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

11.6 Provisions of these Terms which either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such expiry or termination.

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11.7 The Company may appoint an agent or sub-contractor to exercise its rights and perform its obligations under the Agreement.

11.8 The Agreement is personal to the Client and the Client may not assign or transfer the Agreement.

11.9 The Contracts (Rights of Third Parties) Act 1999 does not apply so as to give to a person who is not a party to the Agreement a right under it.

11.10 The Agreement together with all documents entered into or to be entered into pursuant to its provisions constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings and discussions between the parties, other than representations made fraudulently.

11.11 Neither party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of its obligations under this Agreement which result from circumstances beyond the reasonable control of that party including but not limited to any Act of God, war, civil commotion, strike, industrial action or dispute, power failure, fire or flood. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either party may terminate the Agreement by written notice to the other party.

11.12 The Company is entitled to withdraw or to suspend the provision of, or any part of, the Services provided under this Agreement if the police or fire authorities refuse to respond to any alarm condition or refuse to provide their services in respect of the Premises.

11.13 Where there is any conflict between the terms set out in the Agreement and these Terms, the terms of the Agreement shall prevail.

11.14 The parties shall attempt to settle a dispute between them as to these Terms, the Agreement or their implementation by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure and a party may initiate mediation by giving a notice to the other requesting mediation in accordance with this clause.

11.15 English law shall apply to the Agreement, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.