

Terms & Conditions - Asset Location and Lone Worker Monitoring

1. Interpretation

1.1 In these Terms:

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

“Agreement Protocol” means the written protocol for the operation of the Services agreed between the Client and the Company from time to time;

“Application” means the mobile software application operated by the Client and used by the Customer to access the Lone Worker Services and to which the Lone Worker Device is linked;

“Asset Location Device” the asset location device registered to the Customer and linked to the Software;

“Authorised Representative” means the person or person(s) described in the Agreement as being authorised representative(s) of the Client or such other person as may from time to time be appointed by the Client provided that such appointment has been notified to the Company;

“Call” a call by a Customer by phone to the Customer Hotline in relation to an Asset Location Device;

“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 on the Front Sheet to which these terms and conditions are attached;

“Communications Link” means any telecommunications network system, line or link connecting the Control Room to the Software or connecting the Device to the Software;

“Company” 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.

“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 or programs in or used in the Control Room which is used by the Company to receive and process the data, signal or calls by means of the Communications Link;

“Customer” means the Client’s customer, if any, being a registered user of the Software;

“Customer Hotline” means the telephone line and number for use by the Customer to make Calls to the Company;

“Day” means any period of 24 hours;

“Device” means an Asset Location Device and/or a Lone Worker Device, as the case may be;

“End-User” means the person or organisation utilising the Services, being a customer of the Client;

“Initial Period” means the period of 24 months from the date of the Agreement;

“Log Reference Number” means the log reference number produced by Police following a Report;

“Lone Worker” means a person whose location is to be monitored using the Lone Worker Device;

“Lone Worker Device” means the device on which the Lone Worker downloads and operates the Application;

“Lone Worker Monitoring” means the monitoring of the Lone Worker Devices on the terms and conditions of this Agreement

“Lone Worker Solutions” means [];

“Monthly Fee” means the fee per calendar month per Device set out in the Agreement, subject to review in accordance with these Terms;

“Notification” means a notice transmitted by an Asset Location Device to the Control Room via the Software following a Call”;

“Report” means any instance in which the Company is requested following a Notification to report the location of an Asset Location Device to the Police;

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

“Software” means the asset tracking software platform operated by the Client and known as “Intelizzz” and to which each Asset Location Device is linked.

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.

1.6 Written and in writing shall include by email.

2. Supply of the Services

2.1 The Company shall provide the Services subject to these Terms and in consideration of payment of the Charges.

2.2 The Client shall at its own expense supply the Company with complete, accurate and up to date information relating to the Customers, the Device, the Application and the Software to enable the Company to provide the Services in accordance with the Agreement. The Client shall ensure the accuracy, completeness and adequacy of all information that is supplied.

2.3 The Asset Location Services will comprise the following activities:

2.3.1 operating the “Customer Hotline” for the Client 24/7;

2.3.2 receiving Calls from the Customers on the Customer Hotline;

2.3.3 contacting the Police to provide a Report on the location of an Asset Location Device following the receipt of any Call made in accordance with the Terms and receipt of a Notification from the Asset Location Device.

2.4 Any obligations of the Company to notify the Police after a Call and Notification is received shall be an obligation only to take reasonable steps to notify the Police and, on request, the Company shall provide the Client with evidence of the steps taken by the Company to notify the Police following receipt of a Notification.

2.5 The Company will use its reasonable endeavours to respond to Calls in accordance with these Terms.

2.6 The Company may at any time make any changes to the Services or these Terms without notice where 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.

2.7 The Company shall not be obliged to act on any Call or other communication from the Client unless it is made by an Authorised Representative with appropriate password.

2.8 The Company shall not be obliged to act on any Call unless it is made by a Customer with appropriate password/security question and other identifying details, agreed between the Client and the Company from time to time as part of the Agreement Protocol.

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 lack of instructions, the inaccuracy of any information or material supplied by the Client or Customer or any other cause attributable to the Client or Customer.

3.2 The Monthly Fee shall be payable monthly in arrears, with the first payment to be made on the 15th day of each month of the Agreement and on the same day in each subsequent calendar month. Where a Device is added to the Agreement part way through a month the full Monthly Fee will be payable in respect of that Device as if the Device had been monitored for the whole of that month.

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

3.4 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.

3.5 The Company may revise its Charges:-

3.5.1 at the end of the first 4 month period of this Agreement;

3.5.2 at the end of the first 12 month period of this Agreement; and

3.5.3 then annually on each anniversary of the date of the Agreement by not more than the equivalent increase in RPI in the previous 12 month period, and the Company shall give not less than 30 days' notice of any increase and if the Client does not agree to the increase in the Charges then it may terminate the Agreement by notice given at any time before the increase is stated to come into effect, failing which it shall be deemed to have accepted the increase.

3.6 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.

3.7 If the Agreement is terminated by the Client for any reason, other than by reason of the Company's default or insolvency, or by reason of Force Majeure, the Client shall pay to the Company the Monthly Fee in respect of the period from the date of termination to the earliest date that the Agreement could otherwise be terminated under clause 7.1 as if the Agreement had not been terminated and the Client shall not be entitled to a refund of any Charges paid in advance.

4. Client Obligations

4.1 The Client shall not during the term of the Agreement make any changes to or re-configure the Software or Application which would render it inaccessible to the Company or to the Company's Monitoring Centre and monitoring software used.

4.1.1 The Client shall update and keep updated the Software with all necessary information to enable the Company to provide the Services in accordance with these Terms including but not limited to Customer details, Device details, Security Questions, and passwords.

4.2 When a Report is received the Company shall use reasonable endeavours to take the steps or such combination of steps including all or any of the steps set out in the Agreement as it deems appropriate in its sole discretion;

4.3 The Company shall use its reasonable endeavours to obtain a unique log reference number from the police ("LRN") for the Report and promptly notify the Customer of such LRN. The Company shall have no liability to the Customer or the Client in the event that the Police do not issue any LRN in respect of any Call or Report.

4.4 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 senior or sales employee of the Company in the provision of the Services during the term of this Agreement.

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.

5.2 The Company shall have no liability to the Client or, where applicable, Customer for any loss, damage, costs, expenses or other claims for compensation arising from any information, material or instructions supplied by the Client, Customer 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 of the Client, Customer or any third party or any fault in the operation of the Application, Software, Communications Link, or Device.

5.3 The Company shall be liable for physical damage to tangible property, where applicable, resulting from its negligence provided that without prejudice to clause 5.4.

5.3.1 the Company's total aggregate liability for such loss or damage per event or series of related events will not in any event exceed the greater of:

5.3.1.1 the sum of ten thousand pounds (£10,000); or

5.3.1.2 a sum equal to ten times the annual Fee payable by the Client or, where there is an End User, in respect of such End User and Services under the Agreement but limited to twenty thousand pounds (£20,000).

5.4 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 or the Customer by reason of any representation, mis- representation (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 greater of:

5.4.1 the sum of ten thousand pounds (£10,000); or

5.4.2 a sum equal to ten times the annual Fees payable by the Client under the Agreement but limited to twenty thousand pounds (£20,000).

5.5 The Company shall not be liable to the Client or the Customer 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 10.2.

5.6 The Communications Links are provided by independent organisations which are not under the Company's control. The Company does not accept responsibility for any failure or delay in any call, signal or transmission to reach or be issued by the Control Room because of a failure, delay or any other problem whatsoever with any Communications Link or liability for any resulting non-performance of the Services save to the extent that the Company recovers any loss, damage, costs, expenses or other claim from the provider of the Communications Link for such failure or delay .

5.7 The Company does not warrant or guarantee that the Police will respond immediately or at all to any Report notified to it from the Company and the Company shall have no liability to the Customer and/or the Client if any Police fails to respond to such Report. If the Company is advised by

an authority that the Company may not pass Reports to the Police then the Company shall inform the Client and will have no obligation to the Client to notify such Police authority of such Calls or to make a Report.

5.8 The Client acknowledges that insurance is available and that the Customer 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 to the business of the Client and/or any assets to which the Asset Location Device is linked.

5.9 The Client acknowledges that:

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

5.9.2 the Company gives no undertaking to the Client that the Services cannot be compromised or circumvented or that they will prevent or detect any loss by theft or otherwise;

5.9.3 the Client agrees that the Company shall not otherwise than through the negligence or breach of contract by the Company as expressly set out in these Terms be liable for any loss of or damage to any asset to which the Asset Location Device is linked caused by any theft or malicious damage, riot or civil commotion by reason of failure of the Services; and

5.9.4 the Charges are based solely on the value of the Services and are unrelated to the value of any asset to which the Asset Location Device is linked.

5.10 The Client acknowledges and accepts that:

5.10.1 the Company has no control over nor responsibility for the installation or operation of the Software, the Application, the Communications Link and/or the Asset Location Device;

5.10.2 the Company shall not be liable in the event that it is unable to provide the Services in accordance with these Terms by reason of any failure of or delay in the Software, Communications Link or Asset Location Device to operate without error or to deliver the Notification to the Company.

5.11 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 a claim brought by the Customer or any third party against the Company in tort or otherwise in connection with the Services.

5.12 The Client shall notify the Company as soon as possible after becoming aware of any event, matter or circumstance which it considers would entitle it to bring a claim under the Agreement.

5.13 All other warranties or conditions which would otherwise be implied at or by common law, statute, trade usage or otherwise shall not form any part of the Agreement provided that this sub-clause shall not have nor be deemed to have the effect of excluding any specific obligation or obligations exclusion of which is made void or is prohibited by law.

5.14 The Client warrants that it has read and understood the limitations of the Company's liability under the Agreement and agrees and acknowledges that such limitations of liability are fair and reasonable having regard to the facts that the potential losses which could or might be caused as a result of any breach of the terms of the Agreement are greatly in excess of and wholly disproportionate to the amount being charged by the Company for the provision of the Services hereunder.

6. Lone Worker Monitoring

6.1 If the Company is providing Lone Worker Monitoring as part of the Services, this will include the following activities:

6.1.1 the monitoring of, and response to, signals received from the Lone Worker Devices;

6.1.2 notification to the Customer, police authorities and other parties as agreed with the Client of signals received under clause 6.1.1 in accordance with this Agreement; and

6.1.3 response to requests from the Customer as to the location of individuals associated with the Lone Worker Devices ("Location Requests"), and for the avoidance of doubt, the aforementioned provision of Lone Working Monitoring as part of the Services does not include the provision of the Lone Worker Devices, the Application or any training in connection with such Devices or Application.

6.2 Where an alert signal is received from a Lone Worker Device ("Alert"), the Company shall:

6.2.1 use reasonable endeavours to respond to an Alert within three (3) minutes of receiving an Alert in accordance with the procedures agreed with the Company under clause 6.3; and

6.2.2 contact the police by means of a call to the 999 call system or to the relevant police force if the Lone Worker Device has a unique reference number registered with the police authorities;

6.3 The Client and the Company shall agree in writing the escalation procedures to be followed upon receipt by the Company of an Alert. The Client is responsible for ensuring all individuals who have a role in such procedures are aware of their roles and responsibilities and the actions that have to be taken in the event of being contacted by the Company following receipt of an Alert.

6.4 The Client is responsible for its compliance and compliance by the Customer with all law that applies to its receipt and use of the Lone Worker Monitoring. The Company shall not provide the Lone Worker Monitoring in respect of individuals who have not been made aware that their location is to be monitored and have not provided the necessary consent. The Client shall obtain or procure written consent, on terms approved by the Company, from all individuals who are equipped with a Lone Worker Device and who are to be located and monitored under the Lone Worker Monitoring and shall provide a copy of such consent upon request from the Company.

6.5 The Company shall not review Location Requests on a case-by-case basis to ensure that those making Location Requests have the right to do so in relation to the individual and Lone Worker Device concerned. Therefore, the Company has no control over the quality, safety or legality of either the Location Requests made, nor the truth or accuracy of the results provided by the Company further to a Location Request. Where the Customer or any of its employees or agents submit a Location Request and it comes to the attention of the Company that no consent has been

obtained in relation to the individual associated with the relevant Lone Worker Device, this will be considered an irremediable breach for the purposes of clause 7.2 and, where the Company does not terminate the Agreement, the Company reserves the right to refuse any further Location Requests from the relevant Customer, employee or agent.

6.6 The Client acknowledges that:

6.6.1 the location of the individual associated with the relevant Lone Worker Device will be used in the delivery of the Lone Worker Monitoring and such location will be used to provide map or text location information to the Customer or its employees or agents as relevant to enable the location of the Lone Worker Device;

6.6.2 the location of the individual associated with a Lone Worker Device will be issued when a Location Request is received;

6.6.3 the Company shall use reasonable endeavours to provide the Lone Worker Monitoring to you but our ability to do so may be affected by circumstances beyond the Company's control including the capability or failure of the Lone Worker Device or the Application, the capacity and availability of the relevant communications network and the number of individuals using such network, geographic or atmospheric conditions or maintenance requirements;

6.6.4 the provision of Lone Worker Monitoring by the Company does not guarantee the safety or security of individuals using Lone Worker Devices and, subject to clause 5.13, the Company shall not be responsible or liable for death, personal injury or damage to property in relation to use of the Lone Worker Devices or provision of the Lone Worker Monitoring;

6.6.5 the Company provides no guarantees or warranties in relation to the quality of the Lone Worker Devices, the Application or any third party devices or communication network services (including signal availability and call quality of an independent communications provider) and it is the Client and the Customer's responsibility to ensure mobile coverage is available in the areas in which the Lone Worker Monitoring is to be provided;

6.6.6 the Company provides no guarantees or warranties that the Lone Worker Monitoring will be free from faults or interruptions and the Client accepts that factors such as network congestion, maintenance, geographic factors, obstructions or interference can mean that Lone Worker Monitoring cannot be provided in certain areas at certain times or at all; and

6.6.7 the Company provides no guarantees or warranties in relation to the security or accuracy of any information sent or received (if applicable) using the Lone Worker Devices.

6.7 Global Positioning System ("GPS"): If any of the Lone Worker Devices or the Applications rely on Global Positioning System ("GPS") for operation, the Client acknowledges the limitations to use of GPS which is a system of satellites and receiving device/service used to compute position on the planet earth. The Lone Worker Device may contain a component that allows its location to be tracked by GPS within limits. These limits will vary according to a number of factors, including but not limited to physical location (e.g. the GPS system will not locate the Lone Worker Device if it is within a building or otherwise has its signal interrupted). Neither GPS nor the tracking platform are operated by the Company and the Company accepts no liability in relation to the operation of GPS or the tracking platform nor any responsibility should one or both fail to operate correctly for any reason.

6.8 The Client must provide the Company with the details of three individuals who will be available for contact by SMS messaging 24 hours a day, 7 days a week (“Key Contacts”). The Company will contact the Key Contacts in the event of it becoming aware of the Lone Worker Monitoring becoming unavailable due to technical issues. Once the technical issues are resolved, the Company shall notify all Key Contacts.

6.9 The Client shall adhere, and shall ensure that its employees and the Customers adhere, to reasonable usage of the Lone Worker Monitoring service. If, in the reasonable opinion of the Company, there is misuse by the Client or Customer on a regular basis, it will notify the Client of such misuse. In the event of such notification:

6.9.1 it is the Client’s responsibility to provide support and training to its employees and Customers to ensure reasonable usage; and

6.9.2 the Company may charge a misuse activation fee of £15 (plus VAT) for each false activation following the notification.

6.10 If the Client or the Customer is for any reason, through no fault of the Company, unable to use any Lone Worker Device, the Application or any other services, including communication network services, the Client or Customer receives which enable the functioning of the Lone Worker Device, this will not affect the continuation of this Agreement which will continue in force until it is terminated in accordance with clause 11.

6.11 The Client shall not use or permit any other person to make use of the Lone Worker Monitoring services:

6.11.1 fraudulently, in connection with a criminal offence, in breach of any applicable law or statutory duty;

6.11.2 for any unlawful or improper purpose;

6.11.3 to send any communications which are offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax; or

6.11.4 to cause annoyance, inconvenience or needless anxiety, as set out in the Communications Act 2003.

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 written notice if:

7.3.1 the Client is more than 14 days overdue with any payment hereunder;

7.3.2 the Company is unable to access or to receive Notifications from the Software or Application and the Client fails to restore access, pursuant to a request by the Company to do so within 21 days of such request;

7.3.3 the Control Room is so substantially damaged or destroyed that it is impractical to continue to provide the Services; or

7.3.4 the Company is unable either to secure or retain telecommunications facilities necessary for the transmission of Reports to and between the Control Room and Police.

7.4 Subject to clause 5.11 if the Agreement is terminated under clause 7.3.3 or 7.3.4, the Company will refund to the Client the relevant proportion of any Charges paid in advance but shall have no other liability to the Client and the Customer.

7.5 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 or Customer, if any, for a period of not more than 4 weeks and the Company may terminate this Agreement under clause 7.2 or clause 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 clause 7.3 have occurred or occur during that period of suspension.

7.6 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 the Client shall immediately inform the Customers that the Services under the Agreement have ceased to operate forthwith and shall re-direct the Customer Hotline.

7.7 On termination of the Agreement all monies payable by the Client shall be immediately due and payable where the Agreement is terminated for cause by the Company otherwise all monies shall be payable in accordance with agreed payment terms.

7.8 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 or in accordance with clause 7.5 above.

8. Indemnity

8.1 Subject to and without limiting clause 5 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 Customer's breach of these Terms.

9. Confidentiality and Exclusivity

9.1 The Client shall not disclose to any person (except for the purposes of effecting insurance) any Confidential 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 Software, Client and/or the Customer to any third party unless written permission has been obtained from the Client and/or Customer 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 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 Reports received at any time during the provision of the Services Reports.

9.4 In accordance with the Agreement, the Company shall be the sole and exclusive provider of the Services to the Client and the Customers and during the term of the Agreement the Client shall not provide or engage a third party to provide the Services or services in the nature of the Services to Customers other than the Company unless and only for so long as the Company is unable to provide the Services by reason of any Force Majeure.

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

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 Services and monitoring of the Asset Location Device, on the terms of the Agreement. In the ordinary course of providing the Services, personal data shall be processed by the Company relating to:

10.2.1 data subjects captured for the purposes of the Services; and

10.2.2 Customer 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 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.

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 The Client will notify to all Customers of all relevant terms, conditions, requirements and responsibilities of the Customers 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 email address or such other address as may at the relevant time have been notified pursuant to these Terms 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.

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 and the Company shall be entitled to assign or transfer all its rights and obligations under 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 Company is entitled to withdraw or to suspend the provision of, or any part of, the Services provided under this Agreement if the Police refuse to respond to Reports or refuse to provide LRNs following Reports.

11.11 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.

11.12 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.

11.13 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.