



Terms & Conditions of Supply

Version 3.0 | June 2026 | Gough & Kelly
Group Limited | Company No. 09419041

Part A – General

1. Definitions And Interpretation

1.1 In these terms and conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

"ACPO" means the Association of Chief Police Officers;

"GK Group Company" means any of the following companies, and any other company which is a subsidiary or holding company of Gough & Kelly Group Limited from time to time: Gough & Kelly Group Limited (09419041); Gough & Kelly Limited (02274521); Gough & Kelly Security Limited (04792830); Gough & Kelly Services Limited (09418746); and GKTC Limited (13065806), SWAT Security (Selby) Limited (16541602) all at Unit 2, Railsfield Mount, Bramley, Leeds, West Yorkshire LS13 3AX. GK may by written notice add further companies to this definition;

"GK Group" means Gough & Kelly Group Limited and all GK Group Companies from time to time;

"GK" means any GK Group Company entering into or performing obligations under the Contract. Where no specific entity is identified in the Quotation, Gough & Kelly Limited shall be deemed to be the contracting party;

"Charges" means the charges payable by the Customer under the Contract;

"Consumer" means an individual who enters into the Contract wholly or mainly outside the individual's trade, business, craft or profession,

as defined in section 2(3) of the Consumer Rights Act 2015;

"Contract Hourly Rate" means the per person hourly rate as notified by GK to the Customer in writing from time to time;

"Contract" means a contract between GK and the Customer evidenced by: (i) signature of the Quotation; (ii) the Customer issuing a purchase order; or (iii) GK issuing an acknowledgement of order;

"Customer" means the party to the Contract detailed in the Quotation;

"Data Protection Legislation" means all applicable data protection and privacy legislation in force in the UK from time to time, including the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003, and any successor legislation or ICO guidance;

"Personal Data" has the meaning given to it in the Data Protection Legislation;

"Personal Data Breach" has the meaning given to it in the Data Protection Legislation, being a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;

"Data Subject" has the meaning given to it in the Data Protection Legislation;

"Equipment" means the equipment (including software) detailed in the Quotation and/or Project Documentation;

"Expenses" means all travel, accommodation and sustenance expenses reasonably incurred by GK in its performance of the Contract;

"Force Majeure Event" means any act of government or state, civil commotion, epidemic, fire, flood, industrial action, natural disaster, war, failure of electronic systems, or any event beyond the reasonable control of the party claiming relief;

"Maintenance Service" means the service detailed in the Quotation and/or Project Documentation;

"Miscellaneous Services" means all services provided by GK including (but not limited to) static security, man guarding, mobile security patrols, key holding and alarm response, except the Monitoring Service, the System Installation Service, the Rental Service and the Maintenance Service;

"Minimum Term" means the minimum term of the appropriate service as detailed in the Quotation;

"Monitored System" means the CCTV or alarm system to be monitored, which may or may not be a System or include Equipment;

"Monitoring Service" means the service detailed in the Quotation;

"Normal Working Hours" means 8:00am to 4:30pm, Monday to Friday, excluding weekends and statutory bank holidays;

"Payment Terms" means the payment terms detailed in the Quotation;

"Project Documentation" means any documentation associated with the performance of the Contract, including the Proposal, any programme schedule, design plan or specification;

"Quotation" means the Quotation detailing the particulars of the Contract;

"Relevant Event" means a transmission from the Monitored System which is, or appears to GK to be, an intrusion or unauthorised entry or likely intrusion or unauthorised entry to the premises;

"Rental Service" means the service relating to the rental of a System;

"Security Personnel Services" means the provision of security personnel on-site, including man guarding, static security officers, and mobile patrol services, forming part of the Miscellaneous Services. Does not include key holding, alarm response, monitoring, or any other service where no security officer is physically deployed to the Customer's premises;

"System Installation Service" means the service relating to the installation of a System;

"System" means the system detailed in the Quotation and/or Project Documentation;

"URN" means the Unique Reference Number / Police Scheme Number issued by a Police Authority.

1.2 In these terms and conditions: any reference to a statutory provision includes any modification or re-enactment of it; references to any gender include any other gender; and headings are for ease of reference only.

2. Scope

2.1 The parties shall from time to time enter into Contracts, each constituting a separate contractual agreement. The specific details of each Contract shall be recorded in the relevant Quotation.

2.2 The terms and conditions set out in this Part A shall always apply to the Contract. Depending on the services provided, the relevant additional Parts B to I shall also apply. Where the Customer is a Consumer, Part J shall also apply and shall take precedence over any conflicting provision.

2.3 If there is any conflict between Part A and Parts B to I, Part A shall prevail. If there is any conflict between Part J and any other Part, Part J shall prevail in respect of Consumers. If there is any conflict between the Quotation and the Project Documentation, the Quotation shall prevail.

2.4 The Contract may encompass the supply of goods or services by third parties other than GK. In such circumstances, GK shall have no responsibility or liability for the supply of such goods or services.

3. Performance

3.1 Unless otherwise agreed in writing, time for performance of the Contract shall not be of the essence. The Contract shall be performed during Normal Working Hours unless otherwise agreed or specified in the relevant Service Level Agreement.

3.2 GK may suspend performance if the Customer is in breach of any obligations under any Contract it has with GK, until such breach has been rectified.

3.3 GK will make clear in the Quotation and/or Project Documentation which GK Group Company is providing each element of the goods and/or services. In the absence of clear notification, Gough & Kelly Limited shall be deemed to be the contracting entity. Any GK Group Company performing services under the Contract does so on the terms set out in this document.

3.4 GK shall not be required to enter into any commitment or perform any service that would involve assuming the powers of the Civil Police.

4. Customer Co-Operation

4.1 GK and the Customer shall each appoint a project manager conversant with all aspects of the Contract. The Customer shall co-operate with GK in its performance of the Contract and the provision of all assistance, information and documentation reasonably requested.

4.2 The Customer warrants that any premises it requires GK to attend are safe for attendance by GK's staff, servants or agents. The Customer shall fully indemnify GK against any loss, costs or claims arising from any breach of this condition.

5. Charges And Payment Terms

5.1 GK shall issue invoices for the Charges in accordance with the Payment Terms. All invoices shall be paid within the Payment Terms, or if none, within thirty (30) days of the invoice date.

5.2 Time for payment of the Charges shall be of the essence. No payment shall be deemed received until GK has received cleared funds. The Customer shall make all payments in full without deduction, set-off, counterclaim, discount or abatement unless the Customer has a valid court order.

5.3 Interest on late payments: If the Customer fails to pay any sum when due, interest accrues at 8% above the Bank of England base rate annually, calculated daily from the due date until actual payment.

5.4 Annual fee review: GK shall have the right to review and increase the Charges and Contract Hourly Rate annually. Charges may be varied in line with prevailing economic conditions,

including the Consumer Price Index (CPI) as published by the ONS. GK will issue written notice of changes no less than one (1) month prior to the relevant renewal date.

5.5 The Charges are exclusive of any incurred Expenses, value added tax, import or export duties, which the Customer shall pay in addition.

6. Warranties And Limitations

6.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. Note: this exclusion does not apply to Consumers – see Part J.

6.2 All warranties provided under the Contract shall not apply in respect of defects arising from the Customer's wilful damage, negligence, misuse, or unauthorised alteration; or if any Charges are outstanding.

6.3 Each party warrants that it is lawfully entitled to enter into the Contract; has unrestricted rights in all materials and components utilised; and is entitled to use all know-how and confidential information necessary to fully perform its obligations.

7. Liability

7.1 The following provisions set out the entire financial liability of GK (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of the Contract or any representation, statement or tortious act or omission including negligence.

7.2 Nothing in the Contract excludes or limits the liability of GK for death or personal injury caused by GK's negligence; for any matter which it would be illegal to exclude; or for fraud or fraudulent misrepresentation.

7.3 General liability cap – all contracts: Subject to condition 7.2, GK's total liability for any claim shall be limited to the then-current annual Charges attributable to the specific site to which the claim relates, plus 10% (calculated as the total Charges for that site for the month in which the event occurred, multiplied by 12, plus 10%). Where a Customer holds multiple Contracts or a Contract covering multiple sites, the liability cap

is calculated by reference to the annual Charges for the individual site at which the incident occurred and shall not be aggregated across other sites or Contracts. GK shall not be liable for loss of profit; pure economic loss; loss of business; revenues or anticipated savings; depletion of goodwill; or consequential costs, damages or expenses.

7.4 Security personnel cap: Where the Contract encompasses Security Personnel Services, GK's total liability per incident shall be further limited to the lower of: (a) the annual Charges for the specific site plus 10% (per condition 7.3); and (b) £250,000 per incident. This cap applies per incident per site, is not cumulative across multiple incidents or sites, and applies regardless of the number of claims arising from any single event or series of related events. The Customer acknowledges this limit has been set having regard to the nature of services provided, the Charges payable, and the availability of insurance to the Customer to cover losses in excess of this amount.

7.5 GK is prepared to increase its potential liability provided the Customer pays any resulting increase in GK's insurance premium, valid only if agreed in writing by GK.

7.6 Customer's own insurance: The Customer shall bear sole responsibility to comprehensively insure and protect any property, its contents and persons using the same on an 'all risks' basis.

7.7 Seven-day claim limit: All claims for loss or damage must be received by GK in writing within seven (7) days of the incident. This does not apply to Consumers (see Part J condition 4.3).

8. Early Termination

8.1 The Contract may only be terminated early by GK (with immediate effect) if the Customer: is in material breach that is not capable of remedy; or is in material breach capable of remedy and has failed to remedy within thirty (30) days of written notice; or has a receiver or administrative receiver appointed, passes a resolution for winding-up, becomes subject to an administration order, enters into a voluntary arrangement with its creditors, or ceases or threatens to cease to carry on business.

8.2 The Customer may bring any agreement to an end during the Minimum Term subject to paying GK a sum equal to the Charges that would have been payable had the Minimum Term run its full course, less any proceeds from the sale of Equipment or Systems where applicable.

9. Consequences of Termination

9.1 Termination shall not affect any accrued rights or liabilities of either party. All payments payable to GK under the Contract shall become due immediately upon termination.

9.2 Upon termination, should the Customer require the engineer code within any system to be defaulted, an engineer's visit will be required and will be charged at the standard call-out rate.

10. Dispute Resolution

10.1 In the event of any bona fide dispute (excluding non-payment of Charges), the parties shall attempt to resolve it in good faith. If unresolved within fifteen (15) days, either party may refer it to senior representatives with authority to settle, who shall attempt to resolve within thirty (30) days.

10.2 If still unresolved, either party may request CEDR to appoint an independent expert. The expert shall: act as expert not arbitrator; afford both parties opportunity to make representations; and notify the parties of a reasoned decision. Fees shall be borne equally. The expert's determination is conclusive and binding except where there is fraud, manifest error, or a matter of law. This clause does not apply to Consumers – see Part J condition 6.

11. Force Majeure

11.1 If GK is prevented, hindered or delayed by a Force Majeure Event: GK's obligations are suspended for the duration; GK shall notify the Customer in writing as soon as reasonably possible. GK shall make all reasonable efforts to mitigate the effects and shall notify the Customer when the event has ended. If the Force Majeure Event continues for more than three (3) months, either party may terminate by

giving not less than thirty (30) days' written notice.

12. Confidentiality

12.1 Each party shall treat as confidential all information obtained from the other pursuant to the Contract and shall not divulge it without the other party's prior written consent. This obligation does not extend to information already in the public domain. If GK appoints a sub-contractor, GK may disclose confidential information subject to a similar undertaking of confidentiality. These obligations survive termination.

13. Intellectual Property

All intellectual property rights (including copyright) created or arising under the Contract shall be the exclusive property of GK, unless otherwise provided in the relevant Part.

14. Non-Solicitation Of Personnel

14.1 The Customer shall not, during the continuance of the Contract and for twelve (12) months thereafter, solicit, procure or employ any employee or sub-contractor of GK without GK's prior written consent. A breach entitles GK to invoice the Customer a fee equivalent to three months' annual salary of the relevant individual as reasonable compensation for recruitment and training costs.

15. Assignment and Sub-Contracting

15.1 The Customer shall not assign or deal with its rights or benefits under the Contract without the prior written consent of GK. GK shall have the right to sub-contract the performance of the Contract to any third party. Sub-contractors used by GK will be properly vetted for suitable insurance and working practices.

15.2 For the avoidance of doubt, the Contract is freely assignable by GK to any other GK Group Company or third party without the Customer's consent, subject to Part J condition 7 for Consumers.

16. Notices

Any notice must be in writing and may be delivered personally or by pre-paid registered post. Notices by post are deemed given two (2) days after posting. Notices shall be delivered to the addresses specified in the Quotation.

17. Governing Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English law. Each party irrevocably submits to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with the Contract.

18. General

18.1 Severance: If any provision is found invalid or unenforceable, this shall not affect the other provisions, which shall remain in full force and effect.

18.2 No Partnership: Nothing in the Contract creates a partnership, joint venture or agency between the parties.

18.3 Entire Agreement: The Contract constitutes the entire agreement between the parties and supersedes any previous agreement. All verbal or implied representations must be recorded in writing and attached to this agreement to have legal effect.

18.4 Waiver: Any failure to exercise or delay in exercising a right or remedy shall not constitute a waiver of that right or remedy.

18.5 Third Parties: A person who is not party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999, except that each GK Group Company shall have the right to enforce the terms of the Contract against the Customer.

18.6 Announcements: The Customer shall not make any announcement concerning the Contract, except as required by law or with the written approval of GK.

Part B – Supply of Equipment

1. Delivery

1.1 Delivery dates are approximate only. Time for delivery shall not be of the essence. Delivery shall be made to the address specified in the Quotation. The Customer shall notify GK of any change in delivery address at least seven (7) days before the expected delivery date.

1.2 If the Customer refuses or fails to take delivery, GK shall be entitled to terminate that part of the Contract relating to the Equipment with immediate effect and to recover any resulting losses, including reasonable storage costs from the due date of delivery. The Customer shall notify GK of any shortages or discrepancies within forty-eight (48) hours of delivery.

2. Risk and Title

2.1 Risk in the Equipment shall pass to the Customer at the time of delivery. The Equipment shall remain the property of GK until the Customer pays all Charges (together with any accrued interest) and all other amounts owed.

2.2 Until title passes, the Customer shall not re-sell the Equipment; shall take proper care of it; shall keep it free from any charge, lien or encumbrance; and shall store it in a way that clearly identifies it as belonging to GK. GK reserves the right to repossess and resell any Equipment to which it has reserved title.

3. Warranties

3.1 GK acts as a re-seller and not a manufacturer. To the fullest extent permitted by law, GK is unable to offer any express warranties in respect of the Equipment. Equipment may be sold with a manufacturer's warranty, details of which will be dispatched with the Equipment. GK shall use its best commercial endeavours to assign the benefit of any manufacturer's warranty to the Customer.

Part C – System Installation Service

1. Supply of Service

1.1 GK shall provide the System Installation Service in accordance with the Quotation and the Project Documentation. Any changes must be communicated and agreed in accordance with the change control procedure below.

2. Customer Obligations

2.1 The Customer shall be entirely responsible, at its sole cost and expense, for: obtaining all necessary permissions, consents and licences; providing required information and drawings; providing welfare facilities and secure storage space; ensuring access to electrical power and telephone systems; complying with all health and safety legislation; and providing any necessary access equipment.

3. Change Control

3.1 Any desired alteration to the System must be notified to GK in writing. GK shall provide a written quotation for the alterations. The Customer may accept the quotation, in which case the Contract shall be amended accordingly, or withdraw the proposed alterations, in which case the Contract continues unchanged.

4. Additional Charges

4.1 Charges are based on work during Normal Working Hours. GK shall be entitled to charge on a time-and-materials basis at the Contract Hourly Rate for any work performed outside Normal Working Hours, or additional work arising from delays attributable to the Customer or any third party, or the Customer's failure to comply with its obligations or to disclose relevant information.

5. Acceptance and Warranty

5.1 The System shall be deemed accepted when: the Customer signs a certificate of completion; or after fourteen (14) days from GK communicating that the System is operationally

ready (provided no known defects exist); or when the System is placed into live operational use. Following acceptance, all outstanding Charges become immediately due.

5.2 GK warrants that it shall perform the System Installation Service using reasonable skill and care and in accordance with the Quotation and any Project Documentation. GK warrants that the quality of workmanship shall be satisfactory and fit for purpose for twelve (12) months from the date the works were performed.

Part D – Maintenance Service

1. Supply And Term

1.1 GK shall provide the Maintenance Service in accordance with the Quotation and any Project Documentation. Where the Customer does not have a monitored intruder service, GK agrees to attend no later than the next working day following notification of a fault. The service shall commence upon signature of the Quotation and continue for the Minimum Term. Upon expiry, it continues for further rolling periods equal to the Minimum Term, subject to either party giving three (3) months' written notice prior to the end of any term.

2. Type Of Maintenance Service

- **Fully Comprehensive:** All parts and labour costs covered in the event of system failure (subject to exclusions). Two maintenance visits per year unless otherwise stated.
- **Standard:** No parts or labour covered. Priority support and reduced call-out rate. One/Two maintenance visits per year; parts and additional labour charged separately.

3. Customer Obligations

3.1 The Customer shall provide GK with full, safe and prompt access to the System; adequate working space; parking facilities; appropriate environmental conditions; and shall use the System only in accordance with user manuals and by competent trained employees. The Customer shall promptly notify GK if the System needs service. Failure to notify within two weeks of first becoming aware releases GK from all obligations to investigate or correct such fault.

The Customer shall not attempt to repair or maintain the System and shall not permit or authorise anyone other than GK or the System manufacturer to do so.

4. Exclusions

4.1 The Maintenance Service does not include support necessitated by: failure or fluctuation of power or environmental conditions; accident, negligence, misuse or default of the Customer or third party; unauthorised attempts to adjust or repair the System; or user error.

Part E – Rental Service

The Rental Service shall commence upon signature of the Quotation and continue for the Minimum Term. Upon expiry, it continues for further rolling periods equal to the Minimum Term, subject to either party giving three (3) months' written notice. Maintenance Service is always included in the Charges under the Rental Service.

The Customer may bring the Contract to an end during the Minimum Term subject to paying GK a sum equal to the Charges payable had the Minimum Term run its course, less any proceeds from the sale of the System. If the System has not been sold within two (2) months, it shall be deemed to have a nil value. Upon expiry or termination, the Customer shall return the System to GK in full working order without delay.

Legal, beneficial and equitable title and ownership of the System shall always remain with GK. All risk in the Equipment vests with the Customer. The Customer shall take good care of the System and shall bear the cost of any repair or replacement required. The Customer shall insure the System for its full replacement value against fire, theft and damage and shall hold the proceeds of any claim on trust for GK.

Part F – Monitoring Service

1. Supply and Term

1.1 GK shall provide the Monitoring Service in accordance with the Quotation and any Project Documentation. The service shall commence

upon signature or final system commissioning (whichever is later) and continue for the Minimum Term. Upon expiry, it continues for further rolling periods equal to the Minimum Term, subject to either party giving three (3) months' written notice. The Customer may terminate early subject to paying charges equivalent to the unexpired Minimum Term.

2. Customer Obligations

2.1 The Customer shall provide all information required and shall notify GK in writing without delay of any changes to key holders, codes or duress words. GK will provide monitoring compliant with NSI Codes of Practice, relevant British Standards, and NPCC / ACPO Intruder Alarms Policy. The Customer shall indemnify GK for any loss arising from GK's actions in filtering alarm signals in accordance with NSI and NPCC requirements.

3. GK Obligations

3.1 GK shall provide monitoring compliant with BS8243, PD6662, BS9263, NSI Codes of Practice, and NPCC Policy. GK shall attempt to contact up to three nominated key holders on a Relevant Event, but will not make more than one telephone attempt per key holder. A message left on an answering machine or with a third party constitutes sufficient notice.

3.2 GK shall maintain a computer recording of each Relevant Event for thirty (30) days and shall supply a copy on written request. After thirty days GK may erase the recording without liability, unless a further written request has been received extending this by a further thirty days. In the event of a failure of the Monitored System, GK will notify the Customer as soon as reasonably practicable. The Monitoring Service shall be suspended during any failure period and GK shall bear no liability for the duration of the failure (unless caused by GK's own acts or omissions).

Important notice – please read carefully: The Monitoring Service is designed to minimise risk. No guarantee can be given that monitoring systems will activate or report correctly at all times. GK is not an insurance company and cannot evaluate the value of any risk known only to the Customer. GK's liability is limited as set out

in Part A condition 7. The Customer is solely responsible for comprehensively insuring and protecting any property monitored by GK on an all-risks basis.

Part G – Miscellaneous Services (Security)

1. Supply And Term

1.1 GK shall provide Miscellaneous Services in accordance with the Quotation and any Project Documentation. GK's employees are private security personnel and do not have the legal authority of the police. Services are shared among multiple clients and temporary interruptions may arise.

1.2 Services shall commence upon signature of the Quotation and continue for the Minimum Term. Upon expiry, they continue for further rolling periods equal to the Minimum Term, subject to either party giving three (3) months' written notice. The Customer may terminate early subject to paying charges equivalent to the unexpired Minimum Term.

2. Fees And Payment

2.1 The fee is subject to annual review on each anniversary of the contract start date. Changes will be communicated in writing. The Customer may not withhold payment due to a separate claim; disputes must be handled through the dispute resolution procedure. If an invoice is unpaid for twenty-eight (28) days, GK may, in addition to charging interest, terminate the agreement immediately upon written notice.

3. Customer Responsibilities

3.1 The Customer shall: provide and maintain all necessary lighting, heating, toilet, water and other facilities; provide suitable lockable and accessible storage space; provide access to a telephone for check calls and assistance; ensure the premises are safe for GK's staff at all times; immediately notify GK of any changes to access information, alarm codes or key holder details; and obtain written confirmation from its insurers that external key storage is acceptable. If the

Customer is partly at fault for a loss, GK's liability shall be reduced proportionally.

4. Complaints

4.1 The Customer must report any dissatisfaction in writing as soon as possible. Failure to complain in writing means the service shall be considered satisfactory. If GK investigates a complaint and its staff are not found to be at fault, the cost of the investigation may be charged to the Customer.

5. Mobile Patrol Service

5.1 Where Miscellaneous Services include a mobile patrol service, the service may be supplied to other customers simultaneously. Temporary interruptions or delays may arise if an incident occurs at another client's premises during a patrol officer's tour of duty.

6. Keys

6.1 If requested in writing, keys held by GK for a mobile patrol service shall be immediately surrendered to an authorised representative of the Customer. If keys have not been reclaimed within sixty (60) days of cessation of the Contract, GK will destroy the keys.

7. Alarm Response Services

7.1 In the event of an intruder alarm activation, the response service is charged from the time the response officer is despatched from GK's central control room until the time the response officer reports to the duty controller that the property is secure. The service is provided at all times when the client's intruder alarm is armed, irrespective of day or night.

8. Staffing

8.1 Any sub-contractors used by GK will be properly vetted for suitable insurance and working practices. GK shall not be liable for increased costs if TUPE applies upon a change of security provider.

Part H – Service Level Agreements

This Part H applies to all annual rolling service level agreements for maintenance of installed systems including (but not limited to) intruder alarms, fire alarms, CCTV, access control, gate systems, fire extinguishers and emergency lighting.

A. Validation and Term

This Agreement is validated by the Customer's signature and payment of the agreed fee for the services provided by the relevant GK Group Company as identified in the Quotation. It shall remain in effect until terminated in writing by either party, subject to a minimum notice period of three (3) months.

B. Engineer Code on Termination

Upon termination, should the Customer require the engineer code within the system to be defaulted, an engineer's visit will be required and will be charged at the standard call-out rate.

C. Annual Rolling Renewal and Price Review

This Agreement shall operate as an annual rolling contract. GK will issue an invoice annually, no less than one (1) month prior to each renewal date, to notify the Customer of the upcoming renewal premium. The annual charges shall be subject to annual review and may be varied in line with prevailing economic conditions, including the CPI. GK reserves the right to review and vary call-out charges and time-and-materials rates during the term of the Agreement. Upon the Customer's acceptance of the renewal charge, the Agreement will continue without interruption.

D. Repair Work

When requested, GK will carry out any necessary repair work resulting from system faults or failures and will invoice the Customer at the agreed time-and-materials rate. Should no fault be found during a customer-requested visit, the standard call-out charge will apply.

E. Customer's Duty to Notify Faults

In the event of a fault or failure with the equipment covered under this Agreement, it is the responsibility of the Customer to notify GK as soon as reasonably practicable by calling 0344 880 7100 or 0344 880 7102.

F. GK's Response to Faults

Upon receiving notification, GK will assist the Customer in restoring the system to normal operation by: providing telephone support, diagnostic advice and recommending a course of action; or despatching engineers to the Customer's premises. Intruder systems: same day 24/7 response or at customer's convenience. All other systems: during normal working hours (08:00–16:30, Monday to Friday, excluding Bank Holidays). The Customer shall ensure provision of appropriate access, facilities and equipment to enable engineers to carry out the repair safely.

G. Payment of Repair Charges

Where legitimate charges are incurred under clauses D and F, the Customer agrees to pay GK's invoice within thirty (30) days of the invoice date.

H. Limitation of Liability

GK shall not be liable for any service interruption, system misuse, or any damage or loss to persons or property on the premises, except where such damage is proven to result directly from the negligence of GK or its personnel. GK shall have no liability for any damage resulting from delays or failures in the delivery of replacement parts or components, nor for any consequential losses arising therefrom.

I. Prohibition on Third-Party Works

The Customer shall not permit any alterations, additions or repairs to the system by any third party. Unauthorised works may result in termination of this Agreement, additional charges for remedial work or re-commissioning, and will release GK from any related liability. This applies equally in cases of system tampering,

misuse, or breach of any terms of this Agreement, including non-payment.

J. Non-transferability

This Agreement is non-transferable to a new customer without prior reassessment and approval by GK.

Part I – Compliance and Regulatory Obligations

1. Data Protection

1.1 Each party shall comply with its obligations under the Data Protection Legislation in connection with the performance of the Contract. Neither party shall by its act or omission cause the other to be in breach of its obligations under the Data Protection Legislation.

1.2 Controller and processor roles: In providing the services, GK may act as a data controller in its own right and/or as a data processor on behalf of the Customer. Where GK acts as a data processor, the parties shall enter into a Data Processing Agreement in the form provided by GK, as required under Article 28 of the UK GDPR, prior to any such processing commencing.

1.3 Customer's obligations as controller: Where the Customer is a data controller, the Customer warrants that it has all necessary consents, notices, and lawful bases in place to enable the lawful transfer of Personal Data to GK for the purposes of the Contract, and that its instructions to GK in respect of such data will comply with the Data Protection Legislation.

1.4 CCTV and monitoring data: Where GK provides a Monitoring Service involving CCTV, the Customer is responsible as data controller for ensuring appropriate signage is displayed at the monitored premises and that its CCTV system is registered with the ICO where required. GK shall process CCTV footage solely for the purposes of providing the Monitoring Service.

1.5 Data retention: Each party shall retain Personal Data only for as long as is necessary for the purposes for which it was collected. Upon

expiry of the applicable retention period, Personal Data shall be securely deleted or anonymised.

1.6 Personal Data Breach notification: Each party shall notify the other without undue delay, and in any event within 48 hours of becoming aware of a Personal Data Breach. Each party shall provide reasonable assistance to investigate, remediate, and notify the relevant supervisory authority and affected Data Subjects.

1.7 Cyber security: Each party shall implement and maintain appropriate technical and organisational measures to protect Personal Data and all other data processed under the Contract. In the event of a cyber incident affecting delivery of any service, GK shall notify the Customer as soon as reasonably practicable and shall use reasonable endeavours to restore service with minimum delay.

2. Modern Slavery

2.1 Each party warrants compliance with the Modern Slavery Act 2015 throughout the term of the Contract. Neither party shall engage, whether directly or through its supply chain, any person or organisation that uses forced, compulsory, or trafficked labour. GK shall, upon reasonable written request, provide information to satisfy the Customer of compliance. Sub-contractors engaged by GK shall be required to comply with equivalent obligations.

3. Anti-Bribery and Corruption

3.1 Each party warrants compliance with the Bribery Act 2010 and shall maintain adequate procedures designed to prevent bribery. Either party may terminate the Contract with immediate effect if the other party commits any offence under the Bribery Act 2010 in connection with the Contract.

4. Equality and Non-Discrimination

4.1 GK warrants that in providing the services it shall comply with the Equality Act 2010 and all applicable equality legislation. GK shall ensure that its personnel are treated without unlawful discrimination and shall maintain and

implement appropriate equality and diversity policies.

5. Health and Safety

5.1 Each party shall comply with all applicable health and safety legislation including the Health and Safety at Work etc. Act 1974 and the Management of Health and Safety at Work Regulations 1999, in respect of its own employees, agents, and sub-contractors.

5.2 GK shall ensure that all personnel deployed under the Contract hold valid Security Industry Authority (SIA) licences where required by law, and shall promptly notify the Customer if any such licence is suspended, revoked, or not renewed. The Customer shall ensure that any premises at which GK personnel are required to work have been subject to a suitable and sufficient risk assessment, that identified hazards have been appropriately controlled, and that GK is provided with relevant site-specific health and safety information prior to any deployment commencing.

6. GK's Insurance

6.1 GK shall maintain throughout the term of the Contract, with a reputable insurer, adequate insurance cover appropriate to the nature and scale of the services provided, including public liability, employers' liability (as required by law), and professional indemnity insurance. The levels of cover maintained by GK are reviewed annually. Evidence of GK's current insurance cover shall be made available to the Customer upon reasonable written request. The existence of insurance cover does not extend GK's liability beyond the caps set out in Part A condition 7.

Part J – Consumer Contracts

This Part J applies where the Customer is a Consumer. In the event of any conflict between this Part J and any other provision of this Contract, this Part J shall prevail. Nothing in this Contract affects the statutory rights of a Consumer which cannot be excluded or restricted by agreement.

1. Statutory Rights Preserved

1.1 Notwithstanding Part A condition 6.1, the following terms are implied into every Contract with a Consumer and cannot be excluded: under s.49 CRA 2015, GK must perform every service with reasonable care and skill; under s.50, GK is bound by any information provided before the Contract is made to the extent the Consumer takes the Contract in reliance on that information; under s.51, where no price is agreed, the Consumer need only pay a reasonable price; under s.52, where no time for performance is agreed, GK must perform within a reasonable time.

2. Consumer Remedies for Defective Services

2.1 If GK performs a service which does not conform to the implied term of reasonable care and skill, the Consumer has the right to require GK to: (a) repeat performance of the relevant service at no additional charge within a reasonable time and without significant inconvenience; or (b) where repeat performance is impossible or cannot be carried out within a reasonable time, a price reduction of an appropriate amount, up to the full price paid. These remedies are without prejudice to any other remedy the Consumer may have at law.

3. Cancellation Rights

3.1 Right to cancel: Where this Contract is concluded at a distance or off GK's premises, the Consumer has the right to cancel within 14 calendar days without giving any reason, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The cancellation period expires 14 days after the day on which the Contract is concluded.

3.2 To exercise the right to cancel, the Consumer must inform GK by a clear statement before the cancellation period expires. Contact for cancellations: Gough & Kelly Group Limited, Unit 2, Railsfield Mount, Bramley, Leeds LS13 3AX; email: enquiry@gough-kelly.co.uk; tel: 0344 880 7100. If the Consumer cancels, GK will reimburse all payments received without undue delay and

not later than 14 days after cancellation, using the same means of payment.

3.3 Early commencement: If the Consumer requests that GK begins performance during the 14-day cancellation period, the Consumer must make this request expressly and in writing. Where GK begins performance at the Consumer's request and the Consumer subsequently cancels, the Consumer shall pay an amount proportionate to the services provided up to the point of cancellation in comparison with the full scope of the Contract.

4. Liability Towards Consumers

4.1 The liability caps in Part A conditions 7.3 and 7.4 apply to Consumer contracts only to the extent that they are fair within the meaning of section 62 of the Consumer Rights Act 2015. GK draws the Consumer's attention to these caps at the time of contracting.

4.2 Nothing in this Contract limits or excludes GK's liability to a Consumer for: death or personal injury caused by GK's negligence; fraud or fraudulent misrepresentation; any breach of terms implied by sections 49 to 52 of the CRA 2015; or any other liability that cannot be excluded or limited under applicable law.

4.3 Claim notification: The seven-day written notification requirement in Part A condition 7.7 does not apply to Consumers. A Consumer must notify GK of any claim within a reasonable time of becoming aware of the loss or damage. The statutory limitation periods under the Limitation Act 1980 apply.

5. Renewal and Price Changes

5.1 GK will notify a Consumer of any renewal and any change in price no less than 30 days before the renewal date, in plain and intelligible language, clearly stating the new price, the renewal date, and the Consumer's right to cancel before renewal takes effect. A Consumer who does not wish to renew may cancel by written notice at any time before the renewal date without incurring any early termination charge.

5.2 Any price increase applied under Part A condition 5.4 will be notified to the Consumer no less than 30 days in advance. If the Consumer

does not accept the increase, the Consumer may cancel the Contract by written notice before the increase takes effect, without penalty.

the Consumer, but the remainder of the Contract shall continue in force.

6. Dispute Resolution for Consumers

6.1 The dispute resolution procedure in Part A condition 10 (including expert determination through CEDR) does not apply to Consumers. A Consumer may at any time refer a dispute to the courts of England and Wales. GK will always attempt to resolve any complaint informally in the first instance. If the Consumer remains dissatisfied, the Consumer may refer the dispute to an Alternative Dispute Resolution (ADR) scheme. GK will provide details of any relevant approved ADR scheme upon request. Use of any ADR scheme is voluntary for the Consumer.

7. Assignment

7.1 GK will not assign this Contract to a third party outside the GK Group without the Consumer's prior written consent where such assignment would be to the material detriment of the Consumer. Assignment to another GK Group Company does not require consent, provided the level and nature of services is not materially changed and the Consumer is notified in writing within 30 days.

8. Interest on Late Payments

8.1 The interest rate in Part A condition 5.3 does not apply to Consumers. Where a Consumer fails to pay any sum due, GK may charge interest at the statutory rate applicable to consumer contracts under the Late Payment of Commercial Debts (Interest) Act 1998.

9. Transparency and Plain Language

9.1 GK draws the Consumer's attention in particular to: the liability caps (Part A conditions 7.3 and 7.4 as modified by Part J condition 4.1); the auto-renewal provisions (condition C of Part H and Part J condition 5); and the requirement for written complaints notification (Part G condition 4). If any term of this Contract is found to be unfair within the meaning of section 62 of the CRA 2015, that term shall not be binding on