

The Client's attention is particularly drawn to the provisions of clause 12 (Limitation of liability).

## 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

### 1.1 Definitions:

**Additional Services:** any and all services provided by Veritas to the Client not included within the Quotation.

**Applicable Laws:** means (for so long as and to the extent that they apply to Veritas) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Laws applicable in the UK and any other law that applies in the UK.

**Appropriate Technical and Organisational Measures:** as defined in the Data Protection Laws.

**Client Data:** any data, information, or material provided or submitted by or on behalf of the Client to Veritas in connection with the Contract and/or the Services or collected and Processed by or on behalf of the Client in connection with the Services.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 17.9.

**Contract:** the contract between Veritas and the Client for the supply of Equipment and/or Services in accordance with these Conditions.

**Client:** the person or firm who purchases the Equipment and/or Services from Veritas.

**Data Controller:** as defined in the Data Protection Laws.

**Data Processor:** as defined in the Data Protection Laws.

**Data Protection Laws:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) until 31 December 2020 (GDPR) and thereafter the retained EU law version of the GDPR (UK GDPR); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and any other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**Data Subject:** as defined in the Data Protection Laws.

**Equipment:** the equipment (or any part of them) set out in the Quotation to be hired by the Client.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Minimum Term:** the period specified in the Quotation or, if no such term is specified in the Quotation, a period of 13 weeks from the Service Date.

**Personal Data:** as defined in the Data Protection Laws.

**Personal Data Breach:** as defined in the Data Protection Laws.

**Privacy Policy:** Veritas's privacy policy located at [www.veritas-uk.com/veritas-website/legal](http://www.veritas-uk.com/veritas-website/legal), or such other website address as may be notified to the

Client from time to time, as such document may be amended from time to time by Veritas in its sole discretion.

**Processing:** as defined in the Data Protection Laws.

**Quotation:** a quotation for goods and services provided by Veritas to the Client.

**Standard Contractual Clauses (SCC):** the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU, or such other applicable standard data protection clauses adopted by the European Commission or UK Government from time to time.

**Services:** the services supplied by Veritas to the Client as set out in the Quotation.

**Service Date:** the date upon which Veritas shall start to provide the Services which is specified in the Quotation or, if no date is specified in the Quotation it shall be 7 days after the Commencement Date.

**Site:** the site and/or sites identified in the Quotation  
**Veritas:** Veritas Property Management Limited registered in England and Wales with company number 05364776.

## 2. The Contract

**2.1** The Quotation constitutes an offer by the Client to purchase and/or hire Equipment and/or Services in accordance with these Conditions and the Client shall ensure that the terms of the Quotation are complete and accurate.

**2.2** The Quotation shall only be deemed to be accepted when Veritas issues written acceptance of the Quotation at which point and on which date the Contract shall come into existence (**Commencement Date**).

**2.3** Any quotation given by Veritas shall not constitute an offer, and is only valid for a period of 60 days from its date of issue.

**2.4** Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Equipment or illustrations or descriptions of the Services contained in Veritas' catalogues or brochures (including, but not limited to, all electronic marketing) are issued or published for the sole purpose of giving an approximate idea of the Services and/or Equipment described in them. They shall not form part of the Contract or have any contractual force.

**2.5** These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**2.6** All of these Conditions shall apply to the supply of both Equipment, Services and Additional Services except where application to one or the other is specified.

## 3. Charges and payment

**3.1** The price for Equipment, Services and Additional Services:

(a) shall be the price set out in the Quotation or, if no price is quoted, it shall be the price quoted by Veritas upon request by the Client; and

(b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Equipment, which shall be invoiced to the Client.

**3.2** The charges for Services shall be calculated in accordance with the prices set out in the Quotation.

**3.3** Veritas reserves the right to:

(a) submit invoices to the Client electronically;

(b) increase or decrease the charges for the Services at any time upon giving the Client 30 days notice in writing;

(c) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the

Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index;

(d) increase the price of the Equipment, by giving notice to the Client at any time before delivery, to reflect any increase in the cost of the Equipment to Veritas;

(e) vary clause 3.3 at any time upon giving the Client 5 days notice in writing and the revised terms shall apply from the expiry of the notice given pursuant to this clause.

**3.4** In respect of Equipment, Veritas shall invoice the Client on or at any time after completion of delivery. In respect of Services and Additional Services, Veritas shall invoice the Client on or at any point after the Commencement Date.

**3.5** The Client shall pay each invoice submitted by Veritas:

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by Veritas; and

(c) time for payment shall be of the essence of the Contract.

**3.6** The Client shall not pay invoices by credit card.

**3.7** The Client and its managing agent, if any, shall be jointly and severally liable for any and all costs incurred by the Client pursuant to the terms of the Contract.

**3.8** All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Veritas to the Client, the Client shall, on receipt of a valid VAT invoice from Veritas, pay to Veritas such additional amounts in respect of VAT as are chargeable on the supply of the Services or Equipment at the same time as payment is due for the supply of the Services or Equipment.

**3.9** If the Client fails to make a payment due to Veritas under the Contract by the due date, then, without limiting Veritas' remedies under clause 13 (Termination) or any other rights, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 3.9 will accrue each day at 5.5% a year above the Bank of England's base rate from time to time, but at 5.5% a year for any period when that base rate is below 0%.

**3.10** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 4. The Site

The Client grants to Veritas and its employees, agents and subcontractors from time to time a licence to enter the Site for any purpose at any time and without notice for the term of the Contract and for a reasonable period thereafter, including by using its best endeavours to procure a licence from any person having an interest in the Site or any part thereof, for Veritas to enter onto the Site to remove the Equipment and any works required in order to remove the Equipment.

## 5. Equipment

**5.1** The Equipment is described in the Quotation. Veritas reserves the right to amend the Quotation if required by any applicable statutory or regulatory requirement, and Veritas shall notify the Client in any such event.

**5.2** Veritas shall hire the Equipment to the Client for use at the Site subject to the terms and conditions of this agreement.

**5.3** Veritas warrants, subject to clauses 5.4 and 5.5, that any Equipment provided during the term of the Contract will materially comply with any specification or description provided in the Quotation provided that the Client complies with clauses 9.1 and 9.1(n).

**5.4** The Client acknowledges and agrees that the Equipment, Services or Additional Services are only intended to provide a reasonable deterrent to

unauthorised access to the Site, to detect the presence of certain events (e.g. intruders flood or fire) or to provide other services (e.g. cleaning, rubbish clearance, disconnection of utilities or installation of locks and glazing) as set out in the Quotation. Veritas does not give any warranties (whether express or implied) as to the suitability or fitness for purpose of any Equipment, Services or Additional Services for any particular purpose.

**5.5** Veritas does not warrant or guarantee that the Equipment, Services or Additional Services will prevent unauthorised access to the Site, prevent any event, occurrence or leak at a Site or loss or damage to any assets, and the Client accordingly agrees that Veritas will not be liable for any loss or damage of any nature to the Site or to any Assets which arises from unauthorised access or any event, occurrence or leak at the Site. It is the Client's responsibility at all times to assess the risks and value of the Site, and to insure the Site and all Assets, regardless of the provision of the Equipment, Services or Additional Services by Veritas.

**5.6** The Client acknowledges that:

(a) the provision of the Services and any forced entry pursuant to clause 14.1(c) may cause loss or damage to or at the Site and accordingly agrees that it is fair and reasonable that Veritas is not liable for any loss, damage or costs relating to the Site (including without limitation broken glass fixtures, fittings, decorations, personal property at the Site and other assets) arising from the performance of the Services and/or the exercise of its rights under the Contract,

(b) Veritas is entitled to rely upon information relating to the location of the Site and the Client as supplied by or on behalf of the Client, without any obligation to verify it or correct any errors or omissions; and

(c) where the Services include alarm, monitoring, inspection or guarding services, Veritas will, within a reasonable period after any Site attendance, take reasonable steps to notify the Client in respect of any material incidents using the contact details provided by the Client, but Veritas is not obliged to contact any emergency services.

## **6. Delivery and installation**

**6.1** Delivery of the Equipment shall be made or arranged by Veritas. Veritas shall use all reasonable endeavours to effect Delivery by the date and time agreed between the parties.

**6.2** Veritas shall, at the Client's expense, install the Equipment at the Site. The Client shall be deemed to have examined the Equipment and found it to be in good condition, complete and fit in every way for the purpose for which it is intended unless the Client shall notify Veritas of any defects with the Equipment within 21 days of the date that installation of the Equipment is completed.

**6.3** To facilitate Delivery and installation, the Client shall at its sole expense provide all requisite facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously.

## **7. Title, risk and insurance**

**7.1** The Equipment shall at all times remain the property of Veritas, and the Client shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these terms and conditions).

**7.2** The risk of loss, theft, damage or destruction of the Equipment shall pass to the Client on Delivery. The Equipment shall remain at the sole risk of the Client during the term of the Contract and any further term during which the Equipment is in the possession, custody or control of the Client until such time as the Equipment is redelivered to Veritas.

**7.3** The Client shall give immediate written notice to Veritas in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Client's possession or use of the Equipment.

## **8. Supply of Services**

**8.1** Veritas shall supply the Services to the Client in accordance with the Quotation in all material respects.

**8.2** Veritas shall use all reasonable endeavours to meet any performance dates for the Services specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

**8.3** The wording at clause 8.4 below is to allow for instances where Veritas' inspectors are unable to meet the Client's requested deadline for reasons outside of their control. This may include, but is not limited to include vehicle incidents / road traffic events, sickness / self-isolation or potential unforeseen weather conditions. In the rare instances where our operatives / inspectors are unable to attend within the Client's insurer's minimum timescales (usually 7, 14 or 28 days) Veritas will notify the Client to allow the Client to contact their insurer or discuss alternative arrangements with the Client.

This is extremely rare and Veritas takes all necessary precautions to prevent this from happening which includes automated dispatch and notification up to 48 hours before the deadline, automated chasers 24 hours prior to deadline and internal system reminders for our dedicated team to contact the inspector and make arrangements before the deadline has passed. Veritas also has a continuous improvement process in place to monitor the performance of its providers to ensure they are meeting Veritas' high standard. If for any reason the timescale has passed the Client will receive a notification.

**8.4** Where the Services include Vacant Property Inspections, the dates provided for shall be estimates only. Where Veritas is not able to supply the Services in accordance with the dates specified for Vacant Property Inspections in the Quotation, it shall notify the Client of the same and advise the Client when the Vacant Property Inspection will be carried out.

**8.5** Veritas reserves the right to amend the Quotation if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Veritas shall notify the Client in any such event.

**8.6** Veritas warrants to the Client that the Services and Additional Services will be provided using reasonable care and skill.

## **9. Client's Obligations**

**9.1** During the term of this agreement the Client shall:

(a) install and maintain at its own expense any technical or essential facilities reasonably required by Veritas for the delivery of the Services and Additional Services or operation of the Equipment;

(b) provide Veritas with such information and materials as Veritas may reasonably require in order to supply the Equipment, Services and Additional Services, and ensure that such information is complete and accurate in all material respects;

(c) obtain and maintain all necessary licences, permissions and consents which may be required for the Services and Additional Services before the Service Date;

(d) insure the Equipment for the full replacement value of the Equipment and shall ensure its insurers on its insurance policy details Veritas' interest in the Equipment;

(e) make available to Veritas such facilities as Veritas may reasonably require;

(f) grant to Veritas, its employees, sub-contractors and agents a licence to occupy any Site in its possession or control at which the Services are to be provided for the term of the Contract;

(g) either provide, or ensure the provision of, essential services (namely potable mains water, electricity, lighting and heating) to the Site in its possession or control at which the Services are to be provided or shall reimburse Veritas for the full cost (including any standing charge) of providing the same;

(h) be responsible for all responses to all activations from the Equipment unless Veritas has been appointed by the Client as the nominated keyholder for the Site;

(i) notify Veritas immediately in writing if any changes to the Site occur or are planned to be made to the Site (including but not limited to the Site's layout, vacant nature, use, access, to the method or amount of assets stored at the Site, or any material change in risk levels or values associated with the Site) which effect the delivery or operation of the Equipment and/or provision of the Services and Additional Services;

(j) notify Veritas immediately in writing if any changes to the ownership and/or control of the Site occur or are planned to be made;

(k) ensure that the Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed;

(l) indemnify Veritas for any and all costs associated with maintaining the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date including replacement of worn, damaged and lost parts or Equipment;

(m) deliver up the Equipment on the termination of this agreement at such address as Veritas requires, or if necessary allow Veritas or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and

(n) comply with all applicable laws, including health and safety laws.

**9.2** During the term of this agreement the Client shall not:

(a) make any alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of Veritas unless carried out to comply with any mandatory modifications required by law or any regulatory authority or unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Veritas immediately upon installation;

(b) not without the prior written consent of Veritas, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Client shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify Veritas against all losses, costs or expenses incurred as a result of such affixation or removal;

(c) move or attempt to move any part of the Equipment without Veritas' prior written consent;

(d) use the Equipment for any unlawful purpose; or

(e) instruct any third party to undertake any works at Veritas' cost.

**9.3** The Client warrants to Veritas that:

(a) the Site is adequately insured;

(b) the occupation of the Site by Veritas, its employees, agents or sub-contractors will not invalidate the terms of any policy of insurance that has been effected in respect of the Site;

(c) the Client will, prior to or as soon as reasonably possible after the occupation of the Site by Veritas, its employees, agents or sub-contractors, notify its insurer of such occupation if required to do so by the terms of any such policy;

(d) the Site is suitable and safe for occupation and is generally fit for human habitation and occupation;

(e) the Client shall bear the cost of rendering, and take all such steps as may be necessary to render, the Site safe for occupation and use by Veritas, its employees, agents and sub-contractors (such steps including but not being limited to the costs of cleaning, repairing, disinfecting, fumigating, dealing with any electrical or gas emergency, or otherwise repairing or securing the Property); and

(f) the contents of the Site comply with the appropriate regulations relating to soft furnishings and to electrical safety.

**9.4** The Client acknowledges that Veritas shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Client or its officers, employees, agents and contractors, and the Client undertakes to indemnify Veritas on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Client to comply with the terms of this agreement.

**9.5** The Client shall indemnify Veritas in respect of any claim arising as the result of the Client's failure to comply with clauses 9.1 and 9.1(n).

**9.6** If Veritas' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

(a) without limiting or affecting any other right or remedy available to it, Veritas shall have the right to suspend performance of the Services and/or Additional Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Veritas' performance of any of its obligations

(b) Veritas shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Veritas' failure or delay to perform any of its obligations as set out in this clause; and

(c) the Client shall reimburse Veritas on written demand for any costs or losses sustained or incurred by Veritas arising directly or indirectly from the Client Default.

### **10. Intellectual Property Rights**

**10.1** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by Veritas.

**10.2** The Client grants Veritas a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Client to Veritas for the term of the Contract for the purpose of providing the Services to the Client.

### **11. Confidentiality and Non-Solicitation**

**11.1** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Clients, clients or suppliers of the other party, except as permitted by clause 11.2.

**11.2** Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**11.3** Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**11.4** The Client shall not (except with the prior written consent of Veritas) whether as principal, employee, agent, consultancy or otherwise, directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of Veritas any person who is or has been employed or engaged by Veritas in the provision of the Services at any time during the term of the Contract or for a further period of 6 months after the termination of this agreement other.

**11.5** The Client shall not (except with the prior written consent of Veritas) whether as principal, employee, agent, consultancy or otherwise, either during the term of this agreement or for a period of six months from the termination of this agreement directly or indirectly employ or engage any subcontractor, agent or consultant that Veritas has engaged to provide or supply the Equipment, Services or Additional Services pursuant to the terms of this agreement.

### **12. Limitation of liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

**12.1** Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) 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).

**12.2** Subject to clause 12.1, Veritas' total liability to the Client in respect of all breaches of duty occurring within any contract year shall not exceed the cap.

**12.3** Subject to clause 12.1, Veritas' total aggregate liability in respect of all breaches of duty occurring within any calendar year shall not exceed £50,000.

**12.4** In clauses 12.2 and 12.3:

(a) **cap.** The cap is the total charges in the contract year in which the breaches occurred;

(b) **contract year.** A contract year means a 12-month period commencing with the Commencement Date or any anniversary of it;

(c) **total charges.** The total charges means all sums paid by the Client and all sums payable under the Contract in respect of Equipment and services actually supplied by Veritas, whether or not invoiced to the Client; and

(d) **total liability.** Veritas' total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

(e) **total aggregate liability.** Veritas' total aggregate liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with all contracts between Veritas and the Client.

**12.5** This clause 12.5 sets out specific heads of excluded loss:

(a) Subject to clause 12.1, the types of loss listed in clause 12.5(b) are wholly excluded by the parties.

(b) The following types of loss are wholly excluded:

- i) Loss of profits.
- ii) Loss of rent, sales or business.
- iii) Loss of agreements or contracts.
- iv) Loss of anticipated savings.
- v) Loss of use or corruption of software, data or information.
- vi) Loss of or damage to goodwill
- vii) Loss of goods.
- viii) Indirect or consequential loss.

**12.6** Veritas has given commitments as to compliance of the Equipment and Services with relevant specifications in clauses 5 and 8. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

**12.7** Veritas shall not be liable for any loss or damage of any nature suffered as the result of the Client's failure to comply with clauses 2.1, 9.1 and 9.1(n) above.

**12.8** Veritas shall not be liable for any loss or damage of any nature suffered as the result of a delay in the provision of the Services caused by a third party to whom Veritas has assigned, subcontracted or delegated any or all of its rights and obligations under the Contract.

**12.9** Unless the Client notifies Veritas that it intends to make a claim in respect of an event within the notice period, Veritas shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

**12.10** In the event that monitoring services are provided by Veritas, the Client acknowledges that monitoring services require an interpretive response from Veritas following activation. Due to the subjective nature of monitoring services, Veritas accepts no liability for any damage or loss resulting from Veritas' reasonable response to an activation.

**12.11** This clause 12 shall survive termination of the Contract.

### **13. Termination**

**13.1** Upon the expiry of the Minimum Term either party may, without affecting any other right or remedy available to it, terminate:

(a) the provision of guarding services that form part of the Services by giving 7 days written notice unless a different period is specified in the Quotation;

(b) the provision of guarding services that form part of the Additional Services by giving 24 hours written notice;

(c) Contract by giving the other party not less than 7 days written notice.

**13.2** Without affecting any other right or remedy available to it, Veritas may terminate the Contract with immediate effect by giving written notice to the Client if:

(a) the Client commits a breach of its obligations under the Contract or any other contract between the Client and Veritas and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so;

(b) the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

(d) the Client's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

(e) the Client fails to pay any amount due under the Contract on the due date for payment; or

(f) there is a change of control of the Client.

**13.3** Without affecting any other right or remedy available to it, Veritas may suspend the supply of Services or all further deliveries of Equipment under the Contract or any other contract between the Client and Veritas if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(d), or Veritas reasonably believes that the Client is about to become subject to any of them.

**14. Consequences of termination**

**14.1** On termination of the Contract: **16.2**  
 (a) the Client shall immediately pay to Veritas all of Veritas' outstanding unpaid invoices and interest and, in respect of Services, Additional Services and Equipment supplied but for which no invoice has been submitted, Veritas shall submit an invoice, which shall be payable by the Client immediately on receipt;

(b) the Client shall not be entitled to any refund in respect of the Initial Fee;

(c) Veritas' consent to the Client's possession of the Equipment shall terminate and Veritas may by its authorised representatives, without notice and at the Client's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located and use all force necessary to retake possession of the Equipment;

(d) without prejudice to any other rights or remedies of the Client, the Client shall pay to Veritas on demand any costs and expenses incurred by Veritas in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

**14.2** Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry. Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

**15. Force majeure**

**15.1** A "Force Majeure Event" is any circumstance not in either party's reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) an epidemic or pandemic including, but not limited to, novel coronavirus (COVID-19) and in each case, any effects arising from or in connection with the same including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) which affect a party's performance of its obligations under the Contract;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination, or sonic boom;

(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;

(f) collapse of buildings, fire, explosion or accident;

(g) cyber-attacks, virus attacks, hacking and hostile ransom IT activities on Equipment, software, power or Equipment failure; and

(h) interruption or failure of utility service.

**15.2** The Parties shall not be liable to the other Party for any breach of its warranties, indemnities or obligations under the Contract due to any Force Majeure Event.

**15.3** If a Force Majeure Event prevails for a continuous period in excess of 28 days, or for periods which, when aggregated, are in excess of 28 days during the 3 months after the date on which the Force Majeure Event began, either party shall be entitled to terminate the Contract immediately on notice to the other party.

**16. Data Protection**

Veritas shall, in providing the Services and any Additional Services, comply with its Privacy Policy relating to the privacy and security of the Client Data. Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 16.2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Laws.

The parties acknowledge that:

if Veritas Processes any Personal Data on the Client's behalf when performing its obligations under the Contract, the Client is the Data Controller and Veritas is the Data Processor for the purposes of the Data Protection Laws; and

Schedule 1 sets out the scope, nature and purpose of Processing by Veritas, the duration of the Processing and the types of Personal Data and categories of Data Subject.

**16.4** Without prejudice to the generality of clause 16.2, the Client will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Client Data to Veritas and/or lawful collection of the Client Data by Veritas on behalf of the Client for the duration and purposes of the Contract.

**16.5** Without prejudice to the generality of clause 16.2, Veritas shall, in relation to any Personal Data processed in connection with the performance of its obligations under the Contract:

(a) Process that Personal Data only on behalf of and in accordance with the documented written instructions of the Client, unless Veritas is required by Applicable Laws to otherwise Process that Personal Data. Where Veritas is relying on Applicable Laws as the basis for Processing Personal Data, Veritas shall promptly notify the Client of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit Veritas from so notifying the Client;

(b) ensure that it has in place Appropriate Technical and Organisational Measures to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;

(d) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and

consultations with supervisory authorities or regulators;

(e) notify the Client without undue delay on becoming aware of a Personal Data Breach;

(f) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Applicable Law to store the Personal Data; and

(g) maintain complete and accurate records and information to demonstrate its compliance with this clause 16 and allow for audits by the Client or the Client's designated auditor and promptly inform the Client if, in the opinion of Veritas, an instruction infringes the Data Protection Laws.

**16.6** The Client hereby provides its prior, general authorisation for Veritas to:

(a) appoint sub-processors to Process the Personal Data, provided that Veritas:

(i) shall ensure that the terms on which it appoints such sub-processors comply with the Data Protection Laws, and are consistent with the obligations imposed on Veritas in this clause 16;

(ii) shall remain responsible for the acts and omission of any such sub-processor as if they were the acts and omissions of Veritas; and

(iii) shall inform the Client of any intended changes concerning the addition or replacement of the sub-processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to Veritas' reasonable satisfaction, that the objection is due to an actual or likely breach of the Data Protection Laws, the Client shall indemnify Veritas for any losses, damages, costs (including legal fees) and expenses suffered by Veritas in accommodating the objection; and

(b) transfer the Personal Data outside of the UK as required for the purposes of the Contract, provided that Veritas shall ensure that all such transfers are effected in accordance with the Data Protection Laws. For these purposes, where Veritas appoints a sub-processor located outside the UK in compliance with the provisions of clause 16.6(a), then the Client authorises Veritas to enter into SCC with any such sub-processor in the Client's name and on its behalf.

**16.7** If during the term of the Contract the Data Protection Laws change in a way that this clause 16 is no longer adequate for the purpose of governing lawful data sharing or processing exercises, the parties agree that Veritas may adapt, update or replace this clause 16 as it considers reasonably necessary in light of such changes.

**17. General**

**17.1 Authority.** The Client identified in the Quotation and Veritas are the only parties to the Contract and the Client warrants that the person signing the Quotation is either:

(a) the owner of the Site and is entitled to possession of the Site; or

(b) a director, employee or agent of the owner of the Site (who is entitled to possession) and is authorised to enter into the Contract on behalf of the Client.

**17.2 Assignment and other dealings**

(a) Veritas may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract or the Equipment without the prior written consent of Veritas.

**17.3 Notices.**

(a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

(b) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and

if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 17.3(b) **Error! Reference source not found.**, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**17.4 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**17.5 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**17.6 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

#### **17.7 Entire agreement.**

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

#### **17.8 Third parties rights.**

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

#### **17.9 Variation.**

(a) Veritas may change these Conditions where required: (a) to comply with applicable law or regulation; (b) because of a change imposed by a third party supplier; or (c) due to a change in Veritas' operations or services.

(b) Veritas shall provide Client as much written notice as is reasonably practicable of a change made under clause 17.9(a).

(c) Except as set out in these Conditions, no variation of the Contract shall be effective unless it

is agreed in writing and signed by the parties (or their authorised representatives).

**17.10 Governing law and jurisdiction.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

### **Schedule 1 - Processing, Personal Data and Data Subjects**

#### **1. Processing by Veritas**

##### **Scope and nature**

Veritas will only Process the Personal Data to the extent required in order to provide the Services and any Additional Services to the Client in accordance with the terms of the Contract.

##### **Purpose of Processing**

In order to provide the Services and any Additional Services to the Client in accordance with the terms of the Contract.

##### **Duration of the Processing**

For the term of the Contract or such longer period as may be specified in Veritas' retention policy.

#### **2. Types of personal data**

Name, address, phone number, email address, video and CCTV footage, photographs and vehicle registration numbers.

#### **3. Categories of data subject**

Site tenants, Client employees, contractors, lawyers, banks, insolvency practitioners, administrators, receivers and any other visitors to or persons at the Site (which may include trespassers and/or uninvited visitors to the Site).