



TERMS AND CONDITIONS OF SUPPLY

1. WHO WE ARE

- 1.1. We are Champion Security Installations Limited, a company registered in England and Wales, with company registration number 07664255.
- 1.2. If you need to contact us to discuss any aspect of our services, you can email us on enquiries@championcctv.co.uk, or you can call us on 0845 299 6855. Our phone lines are manned during normal business hours of 9am to 5pm on weekdays, and we aim to respond to emails within 24 hours of receipt during a normal working week.
- 1.3. Our registered address is Unit 27 Isidore Road, Bromsgrove Enterprise Park, Bromsgrove, Worcestershire, England, B60 3ET.
- 1.4. Our VAT registration number is: 116548219.
- 1.5. We are Safe Contractor approved, members of Constructionline, and are certified by the Security Systems and Alarms Inspection Board.

2. DEFINITIONS

- 2.1. Throughout these terms certain capitalised words and phrases have a specific meaning. The specific meanings given to them are set out below:

“Additional Service Charge” means any additional Charges for extra maintenance-based work carried out by us for you, the costs of which are set out in the Maintenance Agreement.

“Business Day” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“Charge(s)” means the price to be paid for the works to be undertaken, including any aspects of the System to be supplied, in accordance with the Quote and Specification.

“Commencement Date” means the date set out as the commencement date in the Order.

“Completion Date” means the date when an installation of the System has been completed or when additional work or an extension of a Customer’s System has been completed and which shall in either case be deemed complete upon issuance of our certificate as to completion of the installation of the System and signature of the same by you.

“Customer” means the person or firm who purchases the Goods or Maintenance Services from us as stated in the Order.

“Customer’s System” means an existing system operated by you at the Installation Site

“Installation Charge” means the charge as set out in the Quote for the supply and installation of the System as requested by you.

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“Installation Services” means where we are installing any aspect of the Systems at the Installation Site;

“Installation Site” means the address detailed in the Quote at which the System or a Customer’s System is either installed, extended or maintained;

“Maintenance Agreement” means the agreement accompanying the Quote which sets out the scope of the Maintenance Services any Additional Service Charges for any additional maintenance services.

“Maintenance Charge” means the charge set out in the Quote for the Maintenance Services

“Maintenance Services” means the level of maintenance and emergency services selected by you to be provided and as are detailed in the Maintenance Agreement.

“Normal Working Hours” means 08.30 to 17.00 hours subject to alteration by us upon notice, Monday to Friday except for statutory and common law, public and national holidays;

“Order” your order for the supply of the System and/or Services, as set out in your written acceptance of our Quote.

“Quote” means the quote given by us to you for the works to be undertaken.

“Specification” means the description of the System and/or Maintenance Services, including its component parts and, where relevant their operation, any related plans and drawings, which form the definition of how the System will work, that is referenced in our Quote or which is otherwise agreed between you and us in writing.

“System” means and includes the equipment and its constituent components described in the Specification together (if applicable) with ancillary materials and components provided or installed on the Installation Site by us as a new system or as an additional system to the Customer’s System.

“Warranty Period” means a period of 12 months from the Completion Date.

3. QUOTES

- 3.1. If you want us to provide any services, or supply any aspect of the System, we will discuss your requirements with you and prepare a Quote for your review.
- 3.2. In preparing the Quote we may need to visit you, at the Installation Site, so we can gain an understanding of your requirements, if you have any systems in place currently (what we call the Customer System), whether we are needed to supply a System and, if so, where and how it will be installed.
- 3.3. You understand that any Quote provided is a best estimate only, based on the information that you have given us, and any information that we could reasonably obtain if we visit the Installation Site. Unless we specifically state, it is not offering a fixed price for the works and, if you accept the Quote, you understand that the overall cost of the Services and System may differ from the Quote.
- 3.4. Upon receipt of a Quote please review it carefully and let us know if you have any questions about it, or if you believe any of the information contained in the Quote is inaccurate or incorrect.

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- 3.5. A Quote given by us shall not constitute an offer. A Quote shall only be valid for a period of 30 days from its date of issue.
- 3.6. All quotes are subject to these terms and conditions.

4. THE CONTRACT

- 4.1. If you are happy with the Quote and wish for us to provide what has been outlined in the Quote, please sign it and return it to us. At this point it becomes an Order.
- 4.2. The terms outlined in this document are the basis of the contract between us. You should read them very carefully and let us know if you have any questions about them, or how they apply to what we are doing for you. By signing the Order you are confirming that you have read, and are happy with, these terms.
- 4.3. When you submit your Order to us you are making us an offer to purchase the goods and services outlined in the Order from us. You must make sure that the terms of the Order, including any measurements or specifications included with it are complete and accurate. We are not responsible for any additional costs, or any delays, that may result from any terms of the Order being inaccurate or incorrect.
- 4.4. Your Order shall only be deemed to be accepted when we issue a written acceptance of the Order to you, at which point the legally binding contract between us comes into existence.
- 4.5. Any samples, drawings, descriptive matter or advertising produced by us and any descriptions or illustrations contained in our website or in the Quote are produced for the sole purpose of giving an approximate idea of the systems and services referred to in them. They shall not form part of the contract between us, nor have any contractual force.
- 4.6. Where we enter into a Maintenance Agreement with you these terms, together with those outlined in the Maintenance Agreement, shall apply to the Maintenance Services. In the event that there is any conflict between these terms and the terms of the Maintenance Agreement, the terms of the Maintenance Agreement shall take priority, but only in respect of the Maintenance Services.

5. SYSTEM

- 5.1. This section only applies where we are supplying you with a System.
- 5.2. The specifics of the System are described in the Specification.
- 5.3. You understand that the actual System supplied may differ slightly from that outlined in the Specification, but any such changes shall not:
 - 5.3.1. negatively impact your use of the System;
 - 5.3.2. result in the System being of a lower standard or specification that as outlined in the Specification; or
 - 5.3.3. give you the right to claim we have not complied with our obligations to you in respect of the supply of the System.

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6. OUR RESPONSIBILITIES

- 6.1. As specified in the accepted Order, we agree to provide the System, and/or Installation Services, and/or the Maintenance Services.
- 6.2. We shall:
 - 6.2.1. complete any Maintenance Services and/or Installation Services with reasonable skill and care;
 - 6.2.2. use reasonable efforts to complete any Installation Services within any timescales agreed, but you understand that any timescales are estimates only and we shall not have any liability to you if any Installation Services are not completed within any timescales outlined in the accepted Order;
 - 6.2.3. comply with all statutory requirements (including those relating to health and safety), which apply to the Installation Services and/or the Maintenance Services.
- 6.3. Any changes to the Specification shall be agreed between the parties in writing, such changes are required by applicable statutory or regulatory requirements, in which case clause 3.3 shall apply.

7. YOUR RESPONSIBILITIES

- 7.1. You shall:
 - 7.1.1. promptly provide us with any information which we reasonably require to enable us to proceed without interruption with the performance of the contract;
 - 7.1.2. obtain and pay, in plenty of time prior to them being required, for all necessary consents including listed building consent for the erection of any CCTV towers (where applicable) for the installation of the System and shall give us access to the Installation Site at all reasonable times for the purpose of doing anything which we are required or entitled to do under the contract. You acknowledge that it may be necessary for some work to be carried out outside Normal Working Hours although this shall be agreed with you in advance before the work commences.
 - 7.1.3. operate the System only in accordance with the written information and instructions, which may from time to time be supplied by us to you.
 - 7.1.4. notify us as soon as reasonably practicable (confirming such notice in writing) of any issue or defect appearing in the System and shall permit us to take such reasonable steps as we shall consider necessary to remedy such defect in accordance with these terms and conditions. We shall not be liable for any loss arising from failure of the System if you fail to notify us as soon as reasonably practicable after you become aware or ought reasonably to have become aware of the failure;
 - 7.1.5. advise us of the existence of concealed pipes, wires and cables for water, gas, electricity, telephone or other services affecting the Installation Site and confirm the location of such services in writing to our technician before work commences. In the absence of such notice we accept no liability for damage to such services or any loss damage or injury whatsoever incurred or sustained as a result;

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- 7.1.6. comply with all statutory requirements (including those relating to health and safety) which apply to the System;
- 7.1.7. keep the Installation Site and its contents insured against all appropriate risks;
- 7.1.8. as soon as reasonably possible inform us about any facts or opinions of which you become aware which are likely to affect our ability to perform the contract.

8. CHARGES AND PAYMENT

- 8.1. The Charges shall be payable as outlined in the accepted Order.
- 8.2. The Maintenance Charge for the first year shall be payable in advance by no later than:
 - 8.2.1. the Completion Date, where we install the System; or
 - 8.2.2. the Commencement Date, where we do not install the System, and in each case annually thereafter on each anniversary of such date.
- 8.3. The Additional Services Charge detailed in the Quotation will be the cost of such services detailed in any Maintenance Agreement entered into between us. The additional charge shall be payable on the specific terms agreed in the applicable Maintenance Agreement.
- 8.4. In addition to the charges indicated in the Quotation which are payable as detailed in this clause any additional charges that arise in respect of our performance of this Contract shall be payable by you within 14 days of the date of our invoice.
- 8.5. Payment can be made in cash, by cheque or direct bank transfer or standing order, the instructions for which shall be sent to you at the same time that you place your Order.
- 8.6. Invoices which have not been queried by you within 2 calendar months from their date shall be deemed to have been accepted by you for all purposes.
- 8.7. Unless otherwise provided we shall charge, and you agree to pay double the applicable charge per hour for Maintenance Services that are carried out on public holidays, bank holidays (within the meaning of the Banking and Financial Dealings Act 1971) and on Christmas Day, Boxing Day, New Year's Day and Good Friday.
- 8.8. All Charges and any additional charges payable under this Contract are (unless stated) exclusive of value added tax, which shall be paid by you in addition at the then applicable rate.
- 8.9. Should you not pay any aspect of the Charges by the date on which they are due we may (in addition to any other rights we may have in law, or under the contract between us):
 - 8.9.1. suspend performance of any or all of our obligations unto you by giving written notice to you; and
 - 8.9.2. charge you interest in respect of the late payment of any sum due under this Contract on a day-to-day basis (both before and after any judgement) at the rate of 4% per annum above the base rate of the Bank of

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England. from the due date of payment to the date of actual payment (both dates inclusive). You shall pay the interest on demand.

9. VARIATION OF CHARGES

- 9.1. You understand that the nature of the Installation Services and Maintenance Services means that we may vary the Installation Charge and/ or Additional Services Charge if:
 - 9.1.1. you require any alteration to the Specification;
 - 9.1.2. during the course of the Installation Services, or Maintenance Services, we become aware of something at the Installation Site that we could not reasonably have been aware of prior to this point, and this requires additional work, or additional parts, or equipment, to be supplied to complete the works required;
 - 9.1.3. we incur additional costs as a result of interruption or delays caused by you; or
 - 9.1.4. we are unable to gain full and free access to the Installation Site during Normal Working Hours or at such other times as has been agreed between us.
- 9.2. If any of the situations outlined above occurs, we will let you know as soon as we reasonably can, providing detail of what has happened and the change to the Charges as a result. We will only ever change the prices by an amount that actually reflects the change in work.
- 9.3. Once every year we may vary the Maintenance Charge and / or Additional Services Charge by giving three months written notice. The first change will not take place until 1 year after the start of the charges, as outlined in clause 8.2.

10. TITLE AND RISK

- 10.1. You shall assume all risks in the System upon and from installation of the System. Title to the System shall not pass to you until we have received all monies due to us in accordance with this Contract in full in cleared funds.
- 10.2. Until title to the System has passed to you, you shall:
 - 10.2.1. not remove, deface or obscure any identifying mark on or relating to the System;
 - 10.2.2. maintain the System in a satisfactory condition and keep it insured against all risks for its full price on our behalf from the date of delivery;
 - 10.2.3. If you fail to pay any sums due to us within 14 days of the invoice, then you agree that we may at any time enter the Installation Site and remove the System at your cost. We shall not be liable to you for any damage which is reasonably incidental to our entry into the Installation Site and/or removal of the System pursuant to this clause.

11. WARRANTY

- 11.1. We warrant that:

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- 11.1.1. In the event that we supply and install the System we shall during the Warranty Period (subject to clause 11.5) make good by repair or, at our option, by the supply of a replacement, any defects in the System which arise solely from faulty materials or workmanship supplied by us. The costs of all parts and labour shall be free of charge. We will complete any work required as soon as we reasonably can after being notified of a warranty issue.
- 11.2. You acknowledge and agree that:
- 11.2.1. the System is not designed or adapted for use in adverse industrial atmosphere or extremes of weather or abnormal operating conditions of any kind unless otherwise specified;
- 11.2.2. we have no special knowledge of the nature and value of the contents of the Installation Site for which the System has been specified and in which it has been installed or maintained or of the nature of risks to which the Installation Site and its contents will or may from time to time be exposed;
- 11.2.3. you are in a better position than we are to foresee and evaluate any potential damage or loss that you may suffer in connection with the installation or maintenance of the System or any other service provided by us under this agreement; and
- 11.3. we shall not be liable to rectify or replace any equipment or re-perform any services in relation to any defect notified to us after expiry of the Warranty Period.
- 11.4. We shall not be liable for a defect in the System if:
- 11.4.1. you make any further use of the System after giving a notice in accordance with clause 7.1.4;
- 11.4.2. the defect arises because you failed to follow our oral or written instructions as to the installation, use or maintenance of the System or (if there are none) good trade practice;
- 11.4.3. the defect arises as a result of us following any drawing, design or Specification supplied by you;
- 11.4.4. you alter or repair the System without our written consent;
- 11.4.5. the defect arises as a result of fair wear and tear, wilful damage, negligence (except our negligence) or abnormal working conditions; or
- 11.4.6. where any equipment comprised in the System is repaired or replaced by us during the 11.1.1, that equipment shall have the benefit of the warranties contained in clause 11.1.1 as the case may be for the unexpired remainder of the original Warranty Period

12. LIABILITY

- 12.1. **This clause outlines what we are, and what we are not, liable to you for. We strongly recommend that you read this clause very carefully and only sign the contract if you are happy with what it says.**
- 12.2. Nothing in this contract shall exclude, limited, or attempt to exclude or limit, our liability to you for:

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- 12.2.1. death or personal injury caused by the negligence of us, our employees, agents or sub-contractors (as applicable);
- 12.2.2. fraud or fraudulent misrepresentation;
- 12.2.3. your statutory rights;
- 12.2.4. defective products under the Consumer Protection Act 1987, where you are buying as a consumer;
- 12.2.5. any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 12.3. Subject to the above, we shall have no liability to you for any:
 - 12.3.1. losses that are not directly attributable to us breaching this contract, or that are not a loss that is a reasonably foreseeable loss that would arise from any breach;
 - 12.3.2. losses that you could have readily avoided had you have taken reasonable actions to avoid it;
 - 12.3.3. business losses; or
 - 12.3.4. losses arising out of or in connection with any use of the System after the time you become aware of a defect in the System or ought reasonably to have become aware of a defect in the System.
- 12.4. Subject to the above:
 - 12.4.1. our liability to you for damage to your physical property, shall be limited in aggregate to £2 million.
 - 12.4.2. our total liability to you in respect of all other losses arising under or in connection with this contract shall in no circumstances in any Year exceed 120% of the Charges paid to us under the contract between us.

13. CANCELLATION PERIOD FOR CONSUMERS

- 13.1. This clause is applicable only to customers who are contracting with us as consumers, being a purchase that isn't for the customer's trade or business.
- 13.2. If you are purchasing from us as a consumer then you may have certain rights of cancellation in respect of this contract. Where you have entered into this contract with us as a result of us visiting you, or via a distance (i.e. over the telephone, or by email) then you have a period of 14 days, after the date we enter into this contract, during which you can cancel the Services, and the supply of any Goods, without any liability to us.
- 13.3. Unless you specifically ask us to, and complete and return to us the 'waiver form' attached to this contract, we will not provide any services to you under this Contract until this 14 day period. If you do instruct us to provide services, by completing and returning the 'waiver form' you are doing so on the understanding that you are losing the right to cancel the contract without liability and that, as a result, you will be required to pay for the services we have provided in accordance with this contract up to the point of termination.
- 13.4. If you do cancel this contract within this 14 day period, no Charges will be due and you will be entitled to a full refund of any payments made to us.

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- 13.5. You can cancel this contract by contacting us by email, post or telephoning us using the contact details set out at the start of this contract. Notice of cancellation is deemed to be given as soon as it is posted or sent or you have telephoned us. A suggested form of the notice is at the end of the contract, but you are not required to use this notice.

14. TERM AND TERMINATION

- 14.1. In respect of any Maintenance Services, either of us can terminate the agreement for the Maintenance Services by giving 3 months' notice to the other. This notice can be served at any time, but will terminate the agreement on the next anniversary of the commencement of the Maintenance Services as outlined in clause 8.2. **PLEASE NOTE: this means that you are agreeing to a minimum term of 12 months for the Maintenance Services and if notice of termination is not given to us at least 3 months prior to the anniversary of the start of the Maintenance Services this contract will automatically renew for a fixed 12 month period. If you wish to terminate prior to this point, then you will be liable to us for any sums that we would have earned for the remainder of the period.**
- 14.2. This contract may be terminated immediately by us on giving you notice in writing if you:
- 14.2.1. fail to pay us any amounts due to us by the date on which it is due; or
- 14.2.2. behave towards us, our employees, or contractors, in such a manner that we determine, acting reasonably, that we cannot continue working with you. This could include abusive or threatening behaviour, refusing to cooperate with us regarding the services we are providing, or failing to provide us with information we require to provide the services we are providing;
- 14.3. A termination under clause 14.2 shall discharge us from liability for further performance of this Contract and shall entitle us to enter the Installation Site or any of your premises and recover any equipment and materials, which are our property. You irrevocably license us, our employees and agents to enter the Installation Site or premises for that purpose.
- 14.4. Termination of the agreement between us does not mean that we can't pursue one another for any breaches of the contract that occurred prior to termination.
- 14.5. Any term of the contract that is clearly intended to be enforceable and binding after the termination of the contract will be binding and enforceable after any termination.

15. CONFIDENTIALITY

- 15.1. We understand the important of confidentiality to our clients and do all we reasonably can to ensure that your confidential information is kept confidential.
- 15.2. We will only disclose your confidential information to those that need to know it, this can include:
- 15.2.1. Any employees of ours that are providing any aspect of the services;
- 15.2.2. Any third-party contracts we use to provide any aspect of the services;

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15.2.3. Our professional advisors; and

15.2.4. Any government body that requires the information.

16. DATA PROTECTION

16.1. As part of our services we will need to process your personal data. Where we do process your personal data we will do so in accordance with our privacy policy, a copy of which can be found here: <https://www.championcctv.co.uk/privacy-policy>.

16.2. You acknowledge and understand that where the System includes any form of CCTV it is your responsibility to ensure that your use of the CCTV aspects of the systems, and the storage of any personal data that it may generate, is completed in accordance with all laws, including the Data Protection Act 2018. We are not responsible for this, and shall have no liability to you, or any third party, if your use of the System infringes the Data Protection Act 2018 or any other laws relating to the processing of personal data.

17. FORCE MAJEURE

17.1.1. If our ability to perform the contractual services to you is delayed by an event outside our control, such as shortage of staff due to illness, shortages of product, or delays in obtaining consents from the local authorities, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can end the contract and receive a refund for anything you have paid for in advance, but not received, less reasonable costs we have already incurred.

18. ENTIRE AGREEMENT

18.1. This agreement, the Quote, the Maintenance Agreement and the Specification supersedes all prior agreements, arrangements and understandings between us. Together, they constitute the entire agreement between you and us relating to the supply and/or installation of the System, the Installation Services, and/or the Maintenance Services.

19. GENERAL

19.1. This contract is personal to you. Only you can enforce this contract against us and you cannot transfer this contract to anyone else unless we agree to it.

19.2. We can transfer this agreement to someone else to perform the services for you, and we may use subcontractors (being people not directly employed by us) to perform some of the services.

19.3. If any term of this contract is found by a court to be illegal, or unenforceable, then unless the law requires otherwise, that clause shall be classed as having been deleted from this contract with all other clauses remaining in place.

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- 19.4. Unless both of us have signed a document that explicitly changes the terms of this contract, no other changes shall have contractual effect to change this contract.
- 19.5. Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.
- 19.6. We really hope that there won't be any issues between us but, if there are, we would welcome the opportunity to fix any problems before any formal legal action is taken. We will offer you the same courtesy. If you have any complaints, or concerns about what we've done for you, please contact us and we will do our best to sort it for you.
- 19.7. In the unlikely event that there is an issue that we're not able to sort out amicably between us then we agree that the laws of England and Wales shall govern this contract and that the courts of England and Wales shall have the non-exclusive jurisdiction over any formal dispute relating to this contract.

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CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: **Champion Security Installations Limited**

Unit 27, Isidore Road

Bromsgrove Enterprise Park

Bromsgrove

B60 3ET

Tel: 0845 299 6855

Email: enquiries@championcctve.co.uk:

I/We [NAME], hereby give notice that I/We [NAME] cancel my/our contract for [the sale of the system /for the supply of the maintenance service],

Ordered on [DATE]/received on [DATE],

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper),

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Date:

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REQUEST FOR EARLY COMMENCEMENT FORM

(Complete and return this form only if you wish for us to start work prior to your 14 day cancellation period expiring)

To: **Champion Security Installations Limited**

Unit 27, Isidore Road

Bromsgrove Enterprise Park

Bromsgrove

B60 3ET

Tel: 0845 299 6855

Email: enquiries@championcctve.co.uk:

I/We authorise Champion Security Installations to commence work before the end of any cancellation period as outlined in section 13 of Champion Security Installations' terms and conditions, and to which I am/we are entitled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

I/We understand that I/we can still cancel within the cancellation period, but that if I/we do so, I/we will be liable to pay Champion Security Installations for work that has been done prior to the time and date when I/we cancelled the contract.

If all the work is completed before I/we submit a cancellation request, I/we will be liable to pay the full cost of the service.

Ordered on [DATE]/received on [DATE],

Name of consumer(s):

Address of consumer(s):

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Signature of consumer(s) (only if this form is notified on paper),

Date:

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