

VPS (UK) LIMITED – TERMS & CONDITIONS OF BUSINESS

1. DEFINITIONS AND INTERPRETATION:

1.1. In these Terms, the following words/phrases have the following meanings.

“**Assessment**”: any assessment prepared by VPS from time to time in respect of the Client's possible need for Services;

“**Client**”: the purchaser of the Services as specified in the Order Form;

“**Confidential Information**”: information (whether written, oral or in an electronic format) supplied by a party which relates to that party and which is commercially sensitive, expressed to be confidential or by its nature should be considered confidential, a trade secret, information in respect of intellectual property or information which could reasonably be considered to be of value to competitors;

“**Contract**”: the Order Form and these Terms;

“**Contract Year**”: a period of 12 consecutive months commencing on the Service Date or any anniversary of the Service Date;

“**Equipment**”: the goods specified in the Order Form including (without limitation) any security doors/screens and/or alarm systems specified in the Order Form;

“**Initial Fee**”: a non-refundable initial or similar fee (if any) specified in the Order Form;

“**Order Form**”: the order form issued by VPS to the Client relating to the Services;

“**Service Charge**”: the amount payable in respect of the Services as specified (subject to clause 3) in the Order Form;

“**Service Date**”: the date/dates as set out in the Order Form on which the provision of Services will start;

“**Services**”: the services and Equipment VPS agrees to provide the Client with from time to time including (without limitation) the provision, installation, inspection and maintenance of Equipment and the provision of the property related maintenance, cleaning, alarm monitoring, inspection, guarding, caretaking and waste removal services specified in the Order Form;

“**Site**”: the site or sites identified in the Order Form for the performance of the Services and where there is more than one a reference to an “**Individual Site**” is to one of them;

“**Sub-Contractors**”: the contractors or affiliated companies that VPS appoints from time to time to provide the Services in whole or in part;

“**Terms**”: the provisions set out in this document;

“**VPS**”: VPS (UK) Limited.

1.2. Words in the singular include the plural and vice versa, references to any gender include all others and references to legal persons include natural persons and vice versa. Headings are for convenience and are not intended to affect the interpretation of these Terms.

1.3. Delay in exercising, partially exercising, or a failure to exercise any right or remedy in connection with the Contract will not operate as a waiver of that right or remedy and will not constitute a waiver of any subsequent breach.

1.4. If the whole or part of any provision contained in the Contract is or is held to be illegal, invalid or unenforceable in whole or in part, then the relevant whole or part of a provision is intended to be severable from the rest of the Contract, will accordingly be severed and the legality, validity and enforceability of the rest of the Contract will not be affected.

1.5. The Contract is the entire agreement between the parties in respect of its subject matter and is governed by English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

2. ORDERS FOR SERVICES

An order will not bind VPS unless and until it has been accepted by VPS in writing. VPS will use reasonable endeavours to provide the Services on the dates specified in the Order Form. Time of delivery of the Services is not an essential term of the Contract. Title to any Equipment provided as part of the Services will remain with VPS at all times.

3. PAYMENT TERMS

3.1. The Client must pay any Initial Fee prior to the Service Date. After this the Client must pay the Service Charge as specified in the Order Form. All amounts specified exclude VAT.

3.2. The Client must pay any sums due under the Contract within 30 days after the date of the relevant invoice. We reserve the right to submit invoices to you either in hard copy or electronically. All sums due and owing will become immediately due and payable on the occurrence of an event outlined in clause 12.2. Payment must be made in full and the Client will not be entitled to exercise any set-off, lien or other/similar right or claim. Time of payment is an essential term of the Contract. VPS reserves the right to vary this clause 3.2 at any time on not less than 5 days notice in writing to the Client and the revised payment terms will apply with effect from expiry of the notice.

3.3. VPS may from time to time increase or decrease the Service Charge. VPS will give the Client not less than 30 days prior notice of any change to the Service Charge and the revised Service Charge will take effect from expiry of the notice.

3.4. Without affecting any other rights it may have, VPS is entitled (both before and after any judgment) to charge interest at a rate of 8% per annum above the base rate from time to time of HSBC Bank plc on any overdue sums from the date payment was due until the date payment is received in cleared funds.

4. TERMS & WARRANTIES

4.1. These Terms apply to the Contract and VPS is not prepared to provide the Services on any other terms. Acceptance of the Services will be treated as acceptance of these Terms and these Terms will prevail unless expressly varied in writing signed by a director of VPS. Except as expressly stated in these Terms: (a) all other terms, conditions, representations or warranties whether oral or contained/referred to in any order, letter, form of contract, document or communication sent by the Client to VPS are excluded; and (b) all terms, conditions, warranties, stipulations and statements that would otherwise be implied or imposed by statute, at common law, by a course of dealing or otherwise are excluded to the fullest extent permitted by law.

4.2. Any statement, description, representation, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made orally by any of VPS's employees or agents will not enlarge, vary or override these Terms. Unless otherwise stated in these Terms, any variation of the Contract will only be effective if it is in writing and signed by or on behalf of all parties. In the event of any conflict between the Terms and the Order Form the Terms will prevail.

4.3. VPS warrants that: (a) the Services and any Equipment provided will materially comply with any specification or description provided with/in the Order Form; (b) the Services will be provided with reasonable care and skill; (c) reasonable steps will be taken to ensure that the Equipment is in working condition as at the Service Date. The Contract does not constitute a sale or supply by description or sample.

4.4. Unless otherwise stated in these Terms, VPS does not give any warranties or assurances (either express or implied) as to the suitability or fitness of the Equipment for any particular purpose. Services are intended to provide a reasonable deterrent to unauthorised access, detect the presence of certain events or provide other services (e.g. cleaning, rubbish clearance and disconnection of utilities). VPS does not in any event warrant or guarantee that the Services will prevent unauthorised access to or any event, occurrence or leak at a Site and the Client accordingly agrees that VPS will not be liable for any loss or damage to the Site or any fixtures fittings and personal property at the Site which arise from unauthorised access to or any event, occurrence or leak at the Site. It is the Client's responsibility to insure the Site and all fixtures, fittings and personal property at the Site.

5. THE SITE

5.1. The Client grants VPS a licence for the duration of the Contract to enter the Site at any time and without notice for the purpose of: (a) performing the Services; (b) inspecting and maintaining the Equipment; and/or (c) removing the Equipment. VPS may enter the Site by force in order to carry out VPS's obligations under the Contract or to exercise its rights.

5.2. The Client acknowledges that: (a) the provision of the Services and any forced entry pursuant to clause 5.1 may cause loss or damage to or at the Site and accordingly agrees that it is fair and reasonable that VPS is not liable for any loss, damage or costs relating to the Site (including without limitation broken glass, fixtures, fittings, decorations and personal property at the Site) arising from the performance of the Services and/or the exercise of its rights under the Contract; (b) VPS will be 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, VPS 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 VPS will not be obliged to contact any emergency services.

6. THE EQUIPMENT

6.1. Any Equipment installed at the Site is left at the Client's risk and must be returned to VPS upon completion of the Services. The Client should accordingly insure the Equipment. In the event of any loss or damage to the Equipment beyond fair wear and tear, VPS may at its sole discretion require the Client to pay either to replace or repair the Equipment.

6.2. The Client must not move, take down, re-locate, dismantle, refit, repair, service or damage the Equipment and must not permit any person (other than VPS and its Sub-Contractors) to do so. The Equipment is provided solely for the benefit of the Client for the duration of the Contract and the Client must not to sell, sub-hire, otherwise part with possession, charge or encumber it.

7. ASSESSMENTS

Where VPS performs an Assessment in respect of the Site, it is limited to ascertaining which of VPS's services the Client may find beneficial and is solely for the benefit of VPS regardless of who may have requested it. VPS does not warrant that any Services detailed in an Assessment will prevent any loss or damage and VPS is not liable in relation to any recommendations made in an Assessment.

8. RIGHT TO SUB-CONTRACT

VPS may from time to time sub-contract some or all of its obligations under the Contract. Any rights or limitations under the Contract applicable to VPS will also apply to any such Sub-Contractor.

9. LIMITATIONS OF LIABILITY

9.1. VPS's aggregate liability to the Client for any loss/damage of any nature and however caused in any Contract Year in connection with an Individual Site, is limited to and will not exceed the amount paid by the Client for the Services at that Individual Site during that Contract Year; but VPS's aggregate liability in connection with all Sites and all Contract Years will not exceed a maximum of £50,000.

9.2. VPS will not be liable to the Client: (a) for any: economic loss; loss of profit, business, contracts, revenues or anticipated savings; loss of or damage to the Client's reputation or goodwill; indirect loss/damage; or consequential loss/damage; (b) to the extent that the value of the claim is recoverable by the Client under the terms of any insurance policy or has been or will be made good or compensated for without cost to the Client.

9.3. The limitations of liability referred to in these Terms apply to all liability including (without limitation) liability in contract, tort, negligence and liability for statements, misstatements, representations, misrepresentations and breach of statutory duty. However, nothing in these terms are intended to or will limit or exclude liability for death or personal injury arising from a person's negligence or any other liability beyond the extent to which it can lawfully be limited or excluded.

10. THIRD PARTY RIGHTS

The parties as stated in the Order Form are the only parties to the Contract and the Client warrants that it is not acting as an agent for any other person in respect of the Services. However, where any person signs the Order Form as an agent for the Client, then that person warrants that he has full authority to do so, agree the Service Charge and commit the client to the Contract. Unless the Contract expressly states otherwise, a person who is not a party to the Contract does not have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

11. CONFIDENTIALITY

11.1. Each party will, unless otherwise required by law: (a) only use/disclose the Confidential Information supplied by the other party for the purposes or its rights and obligations in connection with the Contract; (b) take all reasonable steps (including the insertion of relevant clauses in its contracts of employment and contracts for services) to safeguard and protect the other party's Confidential Information which it receives, from unauthorised use, disclosure or access.

11.2. The restrictions contained in clause 11.1 do not apply to any information which: (a) is, prior to it being provided, or subsequently becomes public knowledge other than through a breach of clause 11.1; or (b) can be shown by the party intending to disclose the information, to have been known to it, free from any obligation of confidence, prior to it being provided in connection with the Contract; or (c) is used or disclosed with the other party's consent. VPS is also permitted to disclose the Client's Confidential Information to any representative of the Client from whom VPS received initial instructions to provide the Services. VPS shall also be able to provide details of any Confidential Information to the professional advisers of either the Client or VPS, as applicable.

12. TERMINATION OF SERVICES

12.1. Either party is entitled to terminate the Contract by giving the other party not less than 30 days' prior written notice and termination will take effect upon expiry of the notice.

12.2. VPS may, without affecting its other rights or remedies, suspend delivery or performance of some or all of its current or future obligations under the Contract and/or at any time (regardless of any prior suspension) terminate the Contract and/or all other contracts with the Client with immediate effect by notice in writing: (a) if the Client is in breach of any of its obligations under the Contract or any other contract with VPS; (b) if distress or execution is levied against the Client's property or assets; (c) if the Client makes or offers to make any arrangement or composition with its creditors; (d) if the Client is declared or deemed to be bankrupt or insolvent; (e) if a petition for bankruptcy, winding-up or administration is presented in respect of the Client and is not dismissed, withdrawn or otherwise disposed of within 14 days after service; (f) if a receiver, administrative receiver or administrator is appointed in respect of the Client, its business, property or assets or any part of them; (g) if a resolution for winding up or appointment of an administrator or receiver is proposed or passed by the Client; and/or (h) if in VPS's reasonable opinion the Client is unable to pay its debts as they fall due.

13. CONSEQUENCES OF TERMINATION

13.1. Upon termination of the Contract for whatever reason and without affecting any other rights or remedies of either party: (a) if the Contract is terminated because of the Client's breach, the Client agrees that any sums due and owing will immediately become due and payable on the date any notice of termination becomes effective; (b) even though termination may occur before performance of some or all of the Services, the Client agrees that any Initial Fee will be non-refundable; (c) subject to sub-clause 13.1(d), VPS will agree a date for the removal of any Equipment from the Site and the provisions of the Contract will apply in respect of the removal even though it may occur after the termination date; (d) VPS, in its absolute discretion, may leave Equipment at the Site until such time as the Client has paid all sums due under the Contract; (e) regardless of termination, the provisions of the Contract will still apply in respect of the Equipment until it is returned to VPS in the condition required under the Contract and in particular the Service Charge will continue to accrue and be payable and the Client agrees to pay the Service Charge applicable to the relevant Equipment.

13.2. Expiry or termination of the Contract for whatever reason will not affect any rights, remedies or liabilities which have already accrued or any provisions of the Contract which are intended to continue to have effect after it has come to an end.

14. FORCE MAJEURE

Save in respect of payment obligations, neither party will be liable to the other party for any failure or delay in the performance of any obligation under the Contract to the extent to which performance of that obligation is prevented, frustrated, hindered or delayed as a direct result of any cause beyond the reasonable control of the party liable to perform it, including (but not limited to): natural disasters, national emergencies, government intervention, civil disturbance, official or unofficial industrial action or breakdown of machinery.