

## **Our terms**

### **1. These terms**

- 1.1 **What these terms cover.** These are the terms and conditions on which we agree to provide our equipment and services.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the equipment and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### **2. Information about us and how to contact us**

- 2.1 **Who we are.** We are Yorkshire Security Systems Limited a company registered in England and Wales. Our company registration number is 07188381 and our registered office is at Croft House, Station Road, Barnoldswick, Lancashire, BB18 5NA. Our registered VAT number is 280 7829 73
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01274 569522 or by writing to us at [office@yorkshiresecuritysystems.com](mailto:office@yorkshiresecuritysystems.com).
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### **3. Our contract with you**

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we contact you to accept it, at which point a contract will come into existence between you and us. This will usually follow the acceptance by you of our quotation or proposal.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the equipment or services. This might be because the equipment is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the equipment or services or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

#### 4. **Equipment**

4.1 The equipment which we agree to supply to you is detailed in our written proposal or quotation (**'Equipment'**).

4.2 We guarantee that for 12 months from installation the Equipment will be free from material defects but this will not apply to any defect in the Equipment which arises from:

- (a) fair wear and tear;
- (b) damage caused by weather;
- (c) wilful damage, abnormal storage or working conditions, accident or negligence by you or a third party;
- (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; and
- (e) you failing to use the Equipment in accordance with our instructions,

4.3 We will not be responsible for any failure of Equipment due to changes to the environment in which it was installed. This includes electrical and wireless signal interference. We also cannot guarantee that the line and signal will reach our monitoring station.

4.4 The guarantees set out in these conditions are in addition to and do not affect your legal rights in relation to Equipment which is faulty or not as described.

4.5 We may from time to time in the course of installing or maintaining the Equipment, recommend that additional security equipment is necessary to ensure the proper functioning of your system. You agree that:

- (a) the supply by us of any such additional Equipment will be on and subject to these conditions;
- (b) if you choose not to purchase any such additional Equipment, the system may not operate to maximum effect; and
- (c) the maintenance by us of any such additional Equipment will be subject to you paying any increase in our charges for those Services that we have notified to you prior to accepting your order for that Equipment.

## 5. **Installation Services**

- 5.1 We will supply the installation services detailed within our quotation or proposal (**'Installation Services'**) on the dates and at the times set out in the quotation or as otherwise agreed between us.
- 5.2 We will use our reasonable endeavours to complete the Installation Services on the date and at the times agreed between us unless there are delays which are outside our control.

## 6. **Maintenance Services**

- 6.1 We will supply the maintenance services detailed within our quotation (**'Maintenance Services'**) on the dates and at the times set out in the quotation or as otherwise agreed between us.
- 6.2 We will use our reasonable endeavours to complete the Maintenance Services on the date and at the times agreed between us unless there are delays which are outside our control.

## 7. **Your rights to make changes**

If you wish to make a change to the Equipment or to the Installation Services or Maintenance Services (together the **'Services'**) you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## 8. **Our rights to make changes**

- 8.1 **Minor changes.** We may change the Equipment:
- (a) to reflect changes in relevant laws and regulatory requirements; and
  - (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Equipment.
- 8.2 **More significant changes to the Equipment and Services and these terms.** In addition, we may make changes to these terms or the Equipment and the supply of the Services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Equipment or Services paid for but not received.

## 9. Providing the Equipment and Services

- 9.1 **When we will provide the Equipment and Services.** During the order process we will let you know when we will provide the Equipment and Services to you. If the Services are ongoing services, we will also tell you during the order process when and how you can end the contract.
- 9.2 **We are not responsible for delays outside our control.** If our supply of the Equipment or Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Equipment or Services you have paid for but not received.
- 9.3 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 12.2 will apply.
- 9.4 **During the installation of the Equipment.** If we install the Equipment at a property you agree that you must prepare the property in the manner agreed with us before we commence the installation. The locations indicated by us for the installation of the Equipment are provisional only and, if our installers recommend relocating the Equipment to alternative locations, you will not unreasonably withhold your consent.
- 9.5 **Notifying your insurers.** The operation of any security system may be interrupted or prevented during the installation. You must inform, where applicable, your insurers that your existing security system may be non-functional whilst the installation is being carried out and make alternative security arrangements for the duration of the works.
- 9.6 **When you become responsible for the Equipment.** The Equipment will be your responsibility from the time we deliver the Equipment to the address you gave us or you collect it from us.
- 9.7 **When you own Equipment.** You own the Equipment once we have received payment in full.
- 9.8 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Equipment and Services to you. If so, this will have been notified to you before you placed your order. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either

end the contract (and clause 12.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Equipment or Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

9.9 **Reasons we may suspend the supply of Equipment or Services to you.** We may have to suspend the supply of Equipment or Services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Equipment to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the Equipment as requested by you or notified by us to you (see clause 8).

9.10 **Your rights if we suspend the supply of Equipment or Services.** We will contact you in advance to tell you we will be suspending supply of the Equipment or Services, unless the problem is urgent or an emergency. If we have to suspend the Equipment or Services we will adjust the price so that you do not pay for Equipment or Services while they are suspended. You may contact us to end the contract for Equipment or Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 90 days and we will refund any sums you have paid in advance for the Equipment or Services in respect of the period after you end the contract.

9.11 **We may also suspend supply of the Equipment or Services if you do not pay.** If you do not pay us for the Equipment or Services when you are supposed to (see clause 14.3) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Equipment or Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Equipment or Services. We will not suspend the Equipment or Services where you dispute the unpaid invoice (see clause 14.5). We will not charge you for the Equipment or Services during the period for which they are suspended. As well as suspending the Equipment or Services we can also charge you interest on your overdue payments (see clause 14.4).

## 10. Your rights to end the contract

10.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the Equipment repaired or replaced or a service re-performed or to get some or all of your money back), see clause 13;

- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 10.2;**
- (c) **If you have just changed your mind about the Equipment or Services, see clause 10.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Equipment;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 10.6.**

10.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Equipment or Services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the Equipment or Services or these terms which you do not agree to (see clause 8.2);
- (b) we have told you about an error in the price or description of the Equipment or Services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the Equipment for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 90 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

10.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought off-premises you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

10.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (a) any Equipment which has been custom made for you and your premises; and
- (b) services, once these have been completed, even if the cancellation period is still running.

10.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought services (for example, installation of equipment)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Have you bought Equipment (for example, alarm equipment)?**, if so you have 14 days after the day you (or someone you nominate) receives the Equipment.

10.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 10.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for Equipment is completed when the Equipment is delivered, and paid for. A contract for Services is completed when we have finished providing the Services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Equipment or Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

## 11. **How to end the contract with us (including if you have changed your mind)**

11.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01274 569522 or email us at office@yorkshiresecuritysystems.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** write to us 2 Bradley Street Bingley, BD16 4DU, including details of what you bought, when you ordered or received it and your name and address.

11.2 **Returning Equipment after ending the contract.** If you end the contract for any reason after Equipment has been dispatched to you or you have received it, you must return it to us. You must either return the Equipment in person to where you bought it, post it back to us or (if they are not suitable for posting) allow us to collect it from you. Please call customer services on 01274 569522 or email us at office@yorkshiresecuritysystems.com for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the Equipment within 14 days of telling us you wish to end the contract.

11.3 **How we will refund you.** We will refund you the price you paid for the Equipment including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

11.4 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Equipment, If we refund you the price paid before we are able to inspect the Equipment and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of Equipment within 3-5 days at one cost but you choose to have the Equipment delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

11.5 **When your refund will be made.** We will make any refunds due to you as soon as possible.

## 12. **Our rights to end the contract**

12.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services.

12.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause **12.1** we will refund any money you have paid in advance for

products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

### 13. If there is a problem

13.1 **How to tell us about problems.** If you have any questions or complaints about the Equipment, please contact us. You can telephone our customer service team at 01274 569522 or write to us at [office@yorkshiresecuritysystems.com](mailto:office@yorkshiresecuritysystems.com) and 2 Bradley Street, Bingley, BD16 4DU We will not be responsible for any failure of equipment due to changes to the environment in which it was installed. This includes electrical and wireless signal interference.

13.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Equipment and Services. Nothing in these terms will affect your legal rights.

#### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is **goods**, for example Alarm equipment, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

If your product is **services**, for example installation of Alarm equipment, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

13.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01274 569522 or email or write to us at office@yorkshiresecuritysystems.com and 2 Bradley Street Bingley, BD16 4DU to arrange collection.

#### 14. **Price and payment**

14.1 **Where to find the price for the Equipment and Services.** The price of the Equipment and Services (which includes VAT) will be the price indicated as provided to you in our quotation or proposal. All call outs, other than approved call outs will be chargeable at our standard call out rate from time to time. Resets for police connection equipment will also be chargeable.

14.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

14.3 **When you must pay and how you must pay.** You must pay for any Equipment and Installation Services as soon as the Equipment has been installed. Maintenance Services are to be paid as agreed in your order or as otherwise agreed.

14.4 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

#### 15. **Our responsibility for loss or damage suffered by you**

15.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the

contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 15.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products [as summarised at clause 13.2; and for defective products under the Consumer Protection Act 1987.
- 15.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 15.4 **We are not liable where you fail to follow guidelines and instructions.** We shall not be liable for any defects in the Equipment where the defect arises because you failed to follow our or our manufacturers oral or written instructions as to the storage, commissioning, installation, use and maintenance of the products or where you alter or repair the Equipment without our written consent.
- 15.5 **You shall insure the Equipment.** The system equipment supplied and the service maintenance given by us is intended to minimise risk of you suffering loss or damage for specified situations however no guarantee can be given that the system will detect or activate under all conditions. It is your responsibility to ensure that adequate insurance is in place.
- 15.6 **We are not liable for telephone bills.** The system equipment supplied may connect into your telephone line. We are not liable for any telephone charges resulting from the system equipment.
16. **How we may use your personal information**
- 16.1 **How we will use your personal information.** We will use the personal information you provide to us:
- (a) to supply the Equipment and Services to you; and
  - (b) to process your payment for the Equipment and Services.
- 16.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

**17. Other important terms**

- 17.1 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.3 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 17.4 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.