



RESIDENTIAL SUBSCRIPTION TERMS & CONDITIONS

ISSUE 1

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PART 1 – GENERAL

1. Introduction

These Residential Master Terms and Conditions ("Residential Master Terms") set out the legal terms on which Educonnect Limited trading as Ecl-ips (company number 04534023) ("Supplier") provides Residential security system subscription services, equipment, monitoring, maintenance, remote support and related services to Consumers for residential premises in England and Wales.

These Residential Master Terms apply together with the signed or accepted Residential Service Subscription Agreement, the applicable As-Fitted and Handover Documentation, any accepted Quotation and any documents expressly incorporated by reference. Together, those documents form the Agreement between the Supplier and the Customer.

The Residential Service Subscription Agreement and The As-Fitted and Handover Documentation will contain the selected Residential package, Installation Address, service levels, Subscription Charges, Initial Subscription Period, renewal arrangements, Equipment details and any additional or special conditions.

If there is any inconsistency between these Residential Master Terms and the Residential Service Subscription Agreement or The As-Fitted and Handover Documentation, the order of precedence in Clause 3 will apply. The Customer should read all documents carefully before entering into the Agreement.

2. Definitions and Interpretation

In these Terms, unless the context otherwise requires, the following words and expressions shall have the meanings set out below.:

"Agreement" These Residential Master Terms together with the Residential Service Subscription Agreement, the As-Fitted and Handover Documentation, Quotation (where applicable), and any documents expressly incorporated by reference.

"App" The mobile or web application provided by or on behalf of the Supplier for remote management and notification of the System.

"ARC" An Alarm Receiving Centre accredited to the relevant British or European Standards responsible for receiving, processing and responding to alarm signals where Monitoring Services are included.

"Business Day" Any day other than a Saturday, Sunday or public holiday in England and Wales.

"Chargeable Works" Any installation, maintenance, repair, attendance, replacement, programming, reconfiguration, upgrade, training, consultancy, or other services that are not expressly included within the Customer's Subscription Package or Warranty and are therefore chargeable at the Supplier's prevailing rates.

"Cloud Services" Any internet-based platform, software, storage, remote management service, or hosted application provided by or on behalf of the Supplier to enable the operation, management, monitoring, configuration, storage, or functionality of the System.

"Commencement Date" The date on which the Subscription Services begin following successful installation, commissioning and handover of the System, unless otherwise stated in the As-Fitted & Handover Documentation.

"Commissioning" The process of testing, programming, verifying and placing the System into operational service by the Supplier.

"Consumer" An individual acting wholly or mainly for purposes outside their trade, business, craft or profession. These Residential Master Terms are intended for Consumers only.

"Consumer Legislation" All applicable laws and regulations relating to consumer contracts and consumer rights in force from time to time in England and Wales, including but not limited to the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Consumer Protection from Unfair Trading Regulations 2008, and any statutory amendment, replacement, or re-enactment thereof.

"Critical Fault" A Fault that renders the System wholly or substantially incapable of performing its intended security function, including but not limited to complete system failure, failure of alarm signalling on monitored systems, significant loss of detection coverage, or any other condition that materially compromises the security of the Installation Address.

"Non-Critical Fault" A Fault that does not prevent the System from substantially operating in accordance with its intended function and does not materially compromise the security or monitoring capability of the System.

"Customer" The Consumer named in the Residential Service Subscription Agreement who enters into this Agreement with the Supplier.

“Cyber Security Incident” any actual or suspected unauthorised access to, attack upon, compromise of, interference with, or disruption of the System, Equipment, Cloud Services, Customer's network, or associated data, including malware, ransomware, phishing, denial of service attacks, credential compromise, or other malicious cyber activity.

“Direct Debit” The payment instruction authorised by the Customer allowing the Supplier, through the BACS Direct Debit Scheme or any replacement scheme, to collect Subscription Charges and any other sums due under this Agreement from the Customer's nominated bank account.

“Engineer” A suitably trained, competent, and authorised employee, contractor, or representative appointed by the Supplier to install, commission, inspect, maintain, repair, programme, or support the System.

“Emergency Call-Out” A request for engineering attendance in response to a Critical Fault or other event requiring urgent attention to restore the operational functionality or security of the System, as determined by the Supplier in accordance with this Agreement and any applicable industry standards.

“Equipment” All hardware, communication devices, control panels, detectors, accessories, peripherals, software licences and associated items supplied by the Supplier.

“False Alarm” Any alarm activation that does not result from an actual or attempted unauthorised intrusion, hold-up, emergency, or other genuine event requiring a response, including activations caused by user error, accidental operation, environmental conditions, equipment misuse, or circumstances beyond the Supplier's control.

“Fault” A defect or malfunction affecting the normal operation of the System.

“Firmware” The embedded software installed within the Equipment that controls its operation, functionality, security, communications, and performance.

“Force Majeure Event” Any event beyond the reasonable control of the Supplier including severe weather, industrial action, pandemic, utility failure, telecommunications failure or acts of government.

“Installation Address” The Residential property identified in the As-Fitted & Handover Documentation where the Equipment is installed.

“Maintenance Services” The preventative and corrective maintenance services provided under the Subscription.

“Monitoring Services” Alarm monitoring services provided through an ARC where included within the Subscription Package.

“Party” The Supplier or the Customer individually, and **Parties** means both together.

“Police Response” Attendance by the police following the receipt of a confirmed alarm signal from an approved Alarm Receiving Centre, subject to the issue and continued validity of a Unique Reference Number (URN), compliance with applicable National Police Chiefs' Council (NPCC) policies, and any other operational requirements imposed by the police or relevant authorities.

“Push Notification” An electronic message sent via the App or other authorised application to notify a User of alarm events, system status, faults, warnings, or other operational information.

“Quotation” The written quotation or proposal issued by the Supplier describing the Subscription Package, Equipment and Charges.

“Remote Services” Remote diagnostics, programming, software updates, technical support and system health checks carried out without attending the Installation Address.

“SecureComm” The communication service enabling the System to communicate with the App, cloud platform, ARC or other authorised services.

“The As-Fitted and Handover Documentation” The Residential the As-Fitted and Handover Documentation issued with the Residential Service Subscription Agreement detailing the Customer's selected package, Equipment, Subscription Charges and service level.

“Software Update” Any software, firmware, security patch, bug fix, enhancement, feature update, or version upgrade released by the Supplier or the Equipment manufacturer to maintain, improve, or secure the operation of the System or Cloud Services.

“NSI” the **National Security Inspectorate**, being the independent certification body responsible for assessing and certifying security system providers against recognised industry standards and codes of practice.

“Subscription” The recurring service arrangement under which the Supplier provides Services in return for the Subscription Charges.

“Subscription Charges” The recurring fees payable by the Customer under the Residential Service Subscription Agreement.

“Subscription Period” The initial minimum term together with any renewal periods unless terminated in accordance with this Agreement.

“Supplier” Educonnect Limited trading as Ecl-ips (company number 04534023)

“System” The intruder alarm system, together with any associated Equipment, software, communications equipment and accessories supplied by the Supplier.

“Third Party Services” Services provided by organisations other than the Supplier including internet providers, mobile network operators, cloud hosting providers, emergency services and manufacturers.

“UK GDPR” The United Kingdom General Data Protection Regulation, as incorporated into the laws of England and Wales by virtue of the Data Protection Act 2018 and the European Union (Withdrawal) Act 2018, together with all applicable data protection legislation, statutory amendments, replacement legislation, guidance issued by the Information Commissioner's Office (ICO), and any successor legislation.

“User” The Customer and any person authorised by the Customer to access, operate, manage, or receive notifications from the System, App, or Cloud Services.

“Warranty Period” The period during which the Supplier provides warranty cover as specified in the As-Fitted & Handover Documentation.

“Working Hours” The Supplier's published standard support hours excluding public holidays, unless a higher level of support has been purchased.

Unless the context otherwise requires:

- a. words importing the singular include the plural and vice versa;
- b. references to any gender include all genders;
- c. references to legislation include any amendments, re-enactments or replacements of that legislation;
- d. clause headings are included for convenience only and shall not affect the interpretation of these Terms;
- e. references to a "person" include individuals, partnerships, companies and other legal entities; and
- f. any reference to writing includes communication by email unless expressly stated otherwise.

3. Application of these Terms and Conditions

- 3.1 These Residential Master Terms apply only to Residential security subscription services, maintenance services, monitoring services, communication services, cloud services and related equipment supplied by the Supplier to Consumers for residential premises.
- 3.2 The Agreement comprises the following contractual documents:
 - (a) these Terms and Conditions;
 - (b) the Residential Service Subscription Agreement;
 - (c) the As-Fitted & Handover Documentation;
 - (d) the Supplier's Quotation (where applicable);
 - (e) any documents expressly incorporated by reference.
- 3.3 If there is any inconsistency between the documents comprising the Agreement, the following order of precedence shall apply, unless the Residential Service Subscription Agreement expressly states otherwise:
 - (a) the Residential Service Subscription Agreement;
 - (b) the As-Fitted & Handover Documentation;
 - (c) these Terms and Conditions;
 - (d) the Quotation.
- 3.4 No variation to the Agreement shall be binding unless agreed in writing by the Supplier or otherwise made in accordance with Clause 43, and any variation shall be applied only to the extent permitted by applicable Consumer Legislation.

4. Customer Eligibility

- 4.1 The Customer warrants that they are a Consumer and that:
 - (a) they are at least 18 years of age;
 - (b) they are legally entitled to enter into this Agreement;
 - (c) they are the owner or lawful occupier of the Installation Address or have obtained the necessary authority to permit installation of the System.
 - (d) the Customer shall provide accurate contact details, including an email address and telephone number, and notify the Supplier promptly of any changes.

4.2 The Customer shall provide accurate information throughout the Subscription Period and shall notify the Supplier of any material changes that may affect the Subscription Services.

5. Quotations and Acceptance

5.1 All Quotations issued by the Supplier remain valid for the period stated within the Quotation unless withdrawn earlier. No order shall be binding upon the Supplier until accepted by the Supplier.

5.2 The Agreement shall come into existence when the earliest of the following occurs:

- (a) the Customer signs the Residential Service Subscription Agreement;
- (b) the Customer accepts an online order;
- (c) the Supplier accepts the Customer's order in writing;
- (d) installation of the System commences at the Customer's request.

5.3 Acceptance of the Agreement confirms that the Customer has read and accepted these Terms.

PART 2 – SUBSCRIPTION

6. Subscription Services

6.1 The Supplier shall provide the Subscription Services selected by the Customer and identified within the As-Fitted & Handover Documentation.

6.2 Depending upon the Subscription Package selected, the Subscription Services may include one or more of the following:

- Mobile application access
- SecureComm communication services
- Alarm signalling
- Alarm monitoring
- Preventative maintenance
- Remote diagnostics
- Remote technical support
- Software and firmware updates
- Cloud Services
- Engineer telephone support
- Push notifications
- System health monitoring

6.3 The Supplier reserves the right to improve, replace or modify any element of the Subscription Services where reasonably necessary to:

- (a) maintain security;
- (b) comply with legislation or industry standards;
- (c) improve reliability or performance;
- (d) accommodate changes made by manufacturers or third-party service providers.

6.4 The Supplier may substitute products, communication technologies or software with equivalent or superior alternatives where necessary to maintain the continuity, security or performance of the Subscription Services.

6.5 Any material reduction in the Subscription Services shall be communicated to the Customer in advance where reasonably practicable.

6.6 The availability of individual services shall depend upon the Subscription Package selected by the Customer and may not be included within every Subscription.

7. Installation and Commissioning

7.1 Installation

The Supplier shall use reasonable endeavours to install the System on the date agreed with the Customer. Any installation dates or times provided by the Supplier are estimates only and shall not constitute a contractual obligation.

7.2 Access

The Customer shall ensure that the Supplier's Engineers are provided with safe and reasonable access to the Installation Address at the agreed time to enable the installation, testing and commissioning of the System. Where access is not available, or the installation cannot proceed due to circumstances beyond the Supplier's reasonable control, the Supplier reserves the right to recover any reasonable costs incurred, including aborted visit charges, in accordance with its prevailing rates.

7.3 Commissioning

Following installation, the Supplier shall commission and test the System to verify that it is operating in accordance with the agreed specification and applicable industry standards. Any instruction reasonably required to enable the Customer to operate the System shall be provided as part of the commissioning process.

7.4 Commencement Date

Unless otherwise agreed in writing, the Subscription Services and any Supplier Warranty shall commence on the Commencement Date, being the date on which the System has been successfully commissioned and handed over to the Customer.

7.5 Warranty

Unless otherwise stated within the As-Fitted & Handover Documentation or Residential Service Subscription Agreement, the Warranty shall commence on the Commencement Date and continue for the Warranty Period. The Warranty applies only to Equipment supplied and installed by the Supplier and is subject to the terms, conditions, exclusions and limitations set out within this Agreement.

Nothing in this clause shall affect the Customer's statutory rights under applicable Consumer Legislation.

7.6 Installation Delays

The Supplier shall not be liable for any delay in installation or commissioning arising from circumstances beyond its reasonable control, including delays caused by the Customer, third-party contractors, utility providers, communication network providers, or events constituting a Force Majeure Event.

8. Subscription Period

8.1 Initial Subscription Period

The Subscription shall commence on the Commencement Date and shall continue for the Initial Subscription Period of thirty-six (36) months, unless terminated earlier in accordance with these Terms.

8.2 Renewal

Upon expiry of the Initial Subscription Period, the Subscription shall renew only as stated in the Residential Service Subscription Agreement or The As-Fitted and Handover Documentation. Any automatic renewal term, renewal period, price and cancellation route must be brought to the Customer's attention in a clear, prominent and transparent manner before the Customer enters into the Agreement.

8.3 Notice of Termination

Either Party may terminate the Agreement at the end of the Initial Subscription Period or any Renewal Period by giving the notice specified in the Residential Service Subscription Agreement or The As-Fitted and Handover Documentation. Any notice requirement must be fair, transparent and permitted by applicable Consumer Legislation.

8.4 Early Termination

Where the Customer terminates the Agreement before the expiry of the Initial Subscription Period, or where the Supplier terminates the Agreement due to the Customer's material breach, the Supplier may recover only those sums that are properly due, reasonable and permitted by law, including:

- (a) any outstanding Subscription Charges due up to the date of termination;
- (b) any Charges for services already provided but not yet invoiced;
- (c) any outstanding costs relating to Equipment supplied under the Subscription where such costs have not been recovered through the agreed Subscription Charges; and

(d) any other sums properly due under this Agreement.

8.5 Continuity of Service

The Supplier shall continue to provide the Subscription Services throughout the Subscription Period, provided the Customer complies with the terms of this Agreement, including the payment of all Subscription Charges when due.

8.6 Statutory Rights

Nothing within this clause affects the Customer's statutory rights under applicable Consumer Legislation.

9. Subscription Charges

9.1 The Customer shall pay the Subscription Charges specified in the Residential Service Subscription Agreement and/or The As-Fitted and Handover Documentation.

9.2 Unless otherwise agreed in writing, Subscription Charges shall become payable from the Commencement Date and shall be payable monthly in advance.

9.3 All Subscription Charges are inclusive of Value Added Tax (VAT) at the prevailing rate unless expressly stated otherwise.

9.4 Any Chargeable Works, replacement parts, consumables or additional services requested by the Customer, or otherwise falling outside the Customer's Subscription Package, shall be charged separately at the Supplier's prevailing rates.

9.5 Any charges payable by the Customer, other than the Subscription Charges, shall be paid within twenty-eight (28) days of the date of the Supplier's invoice, unless otherwise agreed in writing.

9.6 If any amount payable under this Agreement remains unpaid for more than seven (7) days after the due date, the Supplier reserves the right to charge interest on the overdue amount at a rate of three per cent (3%) above the base rate of Barclays Bank plc (or such other London clearing bank as the Supplier may nominate from time to time), calculated on a daily basis and compounded quarterly until payment is received in full.

9.7 The Customer shall reimburse the Supplier for any reasonable costs and expenses incurred in recovering overdue sums, including debt recovery and legal costs where permitted by law.

10. Direct Debit

10.1 Payment of the Subscription Charges shall be made by Direct Debit unless the Supplier agrees otherwise in writing.

10.2 The Customer shall complete and maintain a valid Direct Debit instruction for the duration of the Subscription Period.

10.3 The Subscription Services shall not commence until a valid Direct Debit instruction has been established, unless otherwise agreed by the Supplier.

10.4 Where a Direct Debit payment is declined, cancelled or otherwise fails, the Supplier shall notify the Customer and allow seven (7) days to remedy the non-payment.

10.5 If payment is not received within the period specified in Clause 10.4, the Supplier may suspend all or part of the Subscription Services until the outstanding amount has been paid.

10.6 The Customer shall promptly notify the Supplier of any change to their bank account details or any circumstance likely to affect the operation of the Direct Debit.

11. Price Reviews

11.1 The Supplier may review the Subscription Charges annually, including before any Renewal Period, provided any change is fair, transparent and notified in accordance with this Agreement.

11.2 In reviewing the Subscription Charges, the Supplier may take into account increases in operating costs, labour, supplier pricing, manufacturer costs, communication services, software licensing, inflation, taxation, regulatory requirements and improvements to the Subscription Services.

11.3 The Supplier shall provide not less than thirty (30) days' written notice of any change to the Subscription Charges.

11.4 Where the Customer does not accept a revised Subscription Charge applicable to a Renewal Period, or where applicable Consumer Legislation requires a right to reject a price change, the Customer may terminate the affected Subscription Services before the revised charges take effect without paying a penalty for that termination.

12. Consumer Cancellation Rights

- 12.1 Where the Customer is a Consumer and the Agreement is made online, by telephone, away from the Supplier's premises or otherwise in circumstances where statutory cancellation rights apply, the Customer has the right to cancel within fourteen (14) days in accordance with applicable Consumer Legislation.
- 12.2 Where the Customer requests that installation or the Subscription Services commence during the cancellation period, the Customer expressly acknowledges that they will be liable to pay for any goods supplied and services provided up to the date of cancellation, as permitted by applicable Consumer Legislation.
- 12.3 If the Customer exercises their statutory right to cancel after Equipment has been installed, the Supplier may require the return of any Equipment supplied or may charge the reasonable cost of recovering or decommissioning the Equipment, where permitted by law.
- 12.4 Nothing in this Agreement affects the Customer's statutory rights under applicable Consumer Legislation.

PART 3 – SERVICE DELIVERY

13. Customer Responsibilities

- 13.1 The Customer shall:
- (a) use the System in accordance with the operating instructions provided by the Supplier;
 - (b) ensure that the System is not intentionally damaged, misused or interfered with;
 - (c) promptly notify the Supplier of any Fault, damage, suspected malfunction or Cyber Security Incident affecting the System;
 - (d) maintain a suitable mains electrical supply, broadband internet connection (where required), and any other third-party services necessary for the operation of the Subscription Services;
 - (e) provide the Supplier with safe and reasonable access to the Installation Address to enable the Supplier to perform the Subscription Services;
 - (f) ensure that all Users receive appropriate instruction in the operation of the System;
 - (g) promptly notify the Supplier of any change to the Customer's contact details, keyholders, monitoring instructions or Installation Address;
 - (h) not permit any third party to alter, repair, reprogramme or interfere with the System without the Supplier's prior written consent.
- 13.2 Failure by the Customer to comply with this clause may result in delays in providing the Subscription Services and may invalidate the Supplier's Warranty.

14. Supplier Responsibilities

- 14.1 The Supplier shall exercise reasonable skill and care in providing the Subscription Services.
- 14.2 The Supplier shall use appropriately trained and competent Engineers to perform installation, maintenance and support services.
- 14.3 The Supplier shall use reasonable endeavours to attend reported Faults within the applicable Service Level specified in the As-Fitted & Handover Documentation.
- 14.4 The Supplier shall maintain appropriate records relating to the Subscription Services provided.
- 14.5 Nothing in this Agreement shall oblige the Supplier to provide services outside the scope of the Customer's Subscription Package.
- 14.6 Where the Supplier is certificated by NSI for the relevant category of work, the Supplier shall use reasonable endeavours to perform the applicable design, installation, commissioning, maintenance and monitoring-related services in accordance with the standards, codes of practice and certification requirements applicable to that certificated scope.
- 14.7 NSI certification does not guarantee that a System will prevent loss, damage, intrusion or other events, and any certificate, compliance document or URN request will depend on the System design, Customer information, site conditions, monitoring arrangements and applicable police or insurer requirements.

15. Preventative Maintenance

- 15.1 Where included within the Subscription Package, the Supplier shall carry out routine preventative maintenance visits at the frequency specified within the As-Fitted & Handover Documentation.
- 15.2 Preventative maintenance may include, where applicable:
- (a) inspection of installed Equipment;

- (b) functional testing;
- (c) verification of communications;
- (d) battery condition checks;
- (e) firmware and software review;
- (f) cleaning of accessible detection devices where reasonably required;
- (g) confirmation of system operation.

15.3 Preventative maintenance shall be arranged during the Supplier's Working Hours unless otherwise agreed.

16. Corrective Maintenance

16.1 Where a Fault is reported, the Supplier shall use reasonable endeavours to diagnose the Fault remotely before arranging an Engineer attendance where necessary.

16.2 Where attendance is required, response times shall be provided in accordance with the applicable Service Level.

16.3 Corrective maintenance includes the repair or replacement of defective Equipment where covered by the Subscription Package or Warranty.

16.4 Replacement Equipment may comprise new, refurbished or manufacturer-approved equivalent products offering substantially similar functionality.

17. Remote Support

17.1 Where technically possible, the Supplier may provide remote diagnostics, programming, software updates and technical assistance without attending the Installation Address.

17.2 The Customer shall provide reasonable assistance to facilitate remote support where required.

17.3 Remote support shall not be available where prevented by internet failure, signalling failure, equipment failure or restrictions imposed by third-party service providers.

18. Monitoring Services

18.1 Where Monitoring Services form part of the Subscription Package, alarm signals shall be transmitted to an Alarm Receiving Centre or monitoring provider using the communication method specified within the As-Fitted & Handover Documentation.

18.2 Monitoring Services are provided subject to the continued availability and correct operation of the System, signalling path, ARC, telecommunications networks, internet services, power supplies, Customer contact details and any third-party infrastructure.

18.3 Police Response is not guaranteed and is subject to the issue and continued validity of any Unique Reference Number (URN), compliance with applicable NPCC policy, ARC procedures, confirmation requirements, false alarm rules and any requirements imposed by the police, insurers or other competent authorities.

18.4 The Supplier shall not be responsible for delays, non-response, withdrawal of response, suspension of URN, or failure of Monitoring Services caused by emergency services, police policy, ARC procedures, third-party communication providers, mobile networks, internet service providers, Customer error, False Alarms or circumstances beyond the Supplier's reasonable control.

19. Service Levels

19.1 The Supplier shall use reasonable endeavours to provide the response times specified within the As-Fitted & Handover Documentation.

19.2 Response times commence when sufficient information has been received by the Supplier to enable the Fault to be assessed.

19.3 Service Levels are targets only and shall not constitute a guarantee of attendance within a specified period.

19.4 The Supplier shall keep the Customer informed where attendance is likely to be delayed.

20. Fair Use Policy

- 20.1 The Subscription Charges are based upon reasonable use of the Subscription Services for the property, risk profile and service package described in the Residential Service Subscription Agreement and The As-Fitted and Handover Documentation.
- 20.2 The Supplier reserves the right to review usage where the Customer makes excessive requests for support, Engineer attendance, remote assistance, programming changes or other services not reasonably anticipated within the Subscription Package.
- 20.3 Where the Supplier reasonably considers that the Subscription Services are being used excessively or outside their intended scope, the Supplier may:
- (a) recommend an alternative Subscription Package;
 - (b) charge for additional services at the prevailing rates; or
 - (c) agree revised service arrangements with the Customer.
- 20.4 The Supplier shall discuss any Fair Use concerns with the Customer before applying additional charges wherever reasonably practicable.

21. Service Exclusions

- 21.1 Unless expressly included within the Subscription Package, the Subscription Services do not include:
- (a) user training beyond the initial system handover;
 - (b) repairs arising from accidental damage, misuse, negligence or vandalism;
 - (c) faults caused by alterations made by persons other than the Supplier;
 - (d) faults arising from failure of the Customer's electrical supply, internet connection, wireless network or third-party communication services;
 - (e) reconfiguration of the System following alterations to the Customer's property;
 - (f) replacement of consumable items unless expressly included;
 - (g) work required as a result of Force Majeure Events; or
 - (h) upgrades requested by the Customer following changes to legislation or the Customer's requirements unless otherwise agreed.

22. Chargeable Works

- 22.1 Any services not expressly included within the Customer's Subscription Package shall constitute Chargeable Works.
- 22.2 Chargeable Works may include, but are not limited to:
- (a) additional Engineer attendances;
 - (b) system extensions or alterations;
 - (c) relocation of Equipment;
 - (d) additional user training;
 - (e) replacement Equipment outside Warranty;
 - (f) programming changes requested by the Customer;
 - (g) attendance resulting from False Alarms caused by user error; and
 - (h) aborted visits where the Supplier is unable to carry out the agreed work due to circumstances within the Customer's control.
- 22.3 Chargeable Works shall be invoiced at the Supplier's prevailing rates unless otherwise agreed in writing before the work is undertaken.

PART 4 – EQUIPMENT & TECHNOLOGY

23. Equipment

- 23.1 The Supplier shall supply and install the Equipment specified within the Residential Service Subscription Agreement, The As-Fitted and Handover Documentation or Quotation.
- 23.2 The Supplier reserves the right to substitute Equipment with equivalent or superior products where reasonably necessary due to product availability, manufacturer changes, product discontinuation or technological advancement, provided that such substitution does not materially reduce the functionality of the System.
- 23.3 The Customer shall take reasonable care of the Equipment and shall not intentionally damage, alter, relocate or interfere with its operation.

- 23.4 The Customer shall promptly notify the Supplier of any loss, theft, damage or suspected malfunction affecting the Equipment.
- 23.5 The Customer shall keep the Equipment in good condition (fair wear and tear excepted) and shall take reasonable steps to protect it against theft, damage, misuse or unauthorised interference.

24. Equipment Ownership

- 24.1 All Equipment supplied and installed by the Supplier as part of the Subscription Services shall remain the sole and exclusive property of the Supplier at all times and shall not pass to the Customer under any circumstances unless expressly agreed in writing.
- 24.2 The Equipment is provided solely for the Customer's use during the Subscription Period and only in connection with the Subscription Services supplied under this Agreement.
- 24.3 The Customer shall:
- (a) take reasonable care of the Equipment;
 - (b) keep the Equipment at the Installation Address unless otherwise agreed in writing by the Supplier;
 - (c) not sell, assign, charge, lease, lend, dispose of or otherwise part with possession of the Equipment;
 - (d) not remove, relocate, modify, tamper with or permit any third party to repair or interfere with the Equipment without the Supplier's prior written consent;
 - (e) immediately notify the Supplier of any loss, theft, damage or seizure of the Equipment.
- 24.4 The Customer shall not do, or permit anything to be done, which may prejudice the Supplier's ownership of the Equipment.
- 24.5 Upon termination or expiry of the Agreement, the Customer shall provide the Supplier with reasonable access to recover the Equipment.
- 24.6 Where the Customer fails to provide access for the recovery of the Equipment within a reasonable period following termination, the Supplier reserves the right to recover its reasonable costs incurred in recovering the Equipment or, where recovery is not reasonably possible due to the Customer's actions, to recover the reasonable replacement value of the Equipment.
- 24.7 The Customer shall not acquire any ownership rights, title or interest in the Equipment by virtue of making Subscription payments under this Agreement.

25. Warranty

- 25.1 The Supplier warrants that the Equipment supplied and installed under this Agreement shall be free from defects in materials and workmanship during the Warranty Period.
- 25.2 During the Warranty Period, the Supplier shall, at its discretion, repair or replace defective Equipment covered by the Warranty without additional charge to the Customer.
- 25.3 Replacement Equipment may consist of new, refurbished or manufacturer-approved equivalent products providing substantially similar functionality.
- 25.4 The Warranty does not cover:
- (a) accidental damage;
 - (b) misuse or negligence;
 - (c) vandalism or malicious damage;
 - (d) unauthorised alterations or repairs;
 - (e) defects arising from third-party equipment;
 - (f) electrical surges, flooding, fire or other external causes;
 - (g) Fair Wear and Tear;
 - (h) consumable items unless expressly included.
- 25.5 Nothing within this Warranty affects the Customer's statutory rights.

26. Software and Firmware Updates

- 26.1 The Supplier may install Software Updates and Firmware updates where reasonably necessary to maintain the security, stability or functionality of the System.
- 26.2 Updates may be carried out remotely where technically possible.
- 26.3 The Customer shall not prevent or interfere with essential security updates where such updates are necessary to maintain the safe operation of the Subscription Services.

- 26.4 The Supplier shall not be liable for any interruption resulting from updates released by manufacturers or third-party software providers.
- 27. Cloud Services**
- 27.1 Where the Subscription Package includes Cloud Services, the Supplier shall provide access to those services throughout the Subscription Period.
- 27.2 Cloud Services may be temporarily unavailable due to planned maintenance, emergency maintenance or circumstances beyond the Supplier's reasonable control.
- 27.3 The Supplier reserves the right to modify, improve or replace Cloud Services where reasonably necessary to maintain security, performance or compatibility.
- 27.4 The Supplier shall not be liable for service interruptions caused by internet failures, telecommunications providers or third-party cloud hosting providers.
- 28. SecureComm Communication Services**
- 28.1 Where included within the Subscription Package, SecureComm communication services shall provide the communication pathway between the System, SecureHub Platform, Monitoring Centre and authorised Users.
- 28.2 The Customer acknowledges that communication services depend upon the continued availability of telecommunications networks and third-party infrastructure.
- 28.3 The Supplier shall not be liable for interruptions caused by mobile network operators, internet service providers or other third-party communication services beyond its reasonable control.
- 29. Cyber Security**
- 29.1 The Supplier shall use reasonable endeavours to maintain appropriate cyber security measures for the SecureHub Platform and Subscription Services.
- 29.2 The Customer shall:
- (a) maintain secure passwords;
 - (b) protect User credentials;
 - (c) promptly apply updates where instructed;
 - (d) notify the Supplier of any suspected Cyber Security Incident.
- 29.3 The Supplier shall not be liable for any Cyber Security Incident arising from:
- (a) compromised Customer passwords;
 - (b) insecure Customer networks;
 - (c) unauthorised third-party software;
 - (d) failure by the Customer to follow reasonable security recommendations.
- 30. Product Lifecycle and Obsolescence**
- 30.1 The Customer acknowledges that manufacturers may discontinue products, software or communication technologies during the Subscription Period.
- 30.2 Where Equipment becomes obsolete or unsupported by the manufacturer, the Supplier shall use reasonable endeavours to recommend an appropriate replacement solution.
- 30.3 Unless expressly included within the Subscription Package, replacement of obsolete Equipment shall constitute Chargeable Works.
- 30.4 The Supplier shall not be liable where continued support is no longer reasonably possible due to manufacturer withdrawal of products, software or services.

PART 5 – SUSPENSION, TERMINATION & RECOVERY

31. Suspension of Subscription Services

- 31.1 The Supplier reserves the right to suspend all or part of the Subscription Services where:
- (a) the Customer fails to pay any amount due under this Agreement by the applicable due date;
 - (b) the Customer commits a material breach of this Agreement;
 - (c) the continued provision of the Subscription Services would, in the Supplier's reasonable opinion, compromise the security, integrity or operation of the SecureHub Platform, Cloud Services or Monitoring Services;
 - (d) suspension is required to comply with applicable law, regulatory requirements or instructions issued by a competent authority; or

- (e) the Supplier is required to undertake emergency maintenance or implement urgent security measures.
- 31.2 Except where immediate suspension is reasonably necessary, the Supplier shall give the Customer reasonable notice of its intention to suspend the Subscription Services and an opportunity to remedy the breach where appropriate.
- 31.3 Suspension of the Subscription Services shall not relieve the Customer of their obligation to pay any Subscription Charges or other sums due under this Agreement.
- 31.4 The Supplier shall restore the Subscription Services as soon as reasonably practicable after the reason for suspension has been resolved.

32. Termination

32.1 Termination by the Customer

The Customer may terminate this Agreement:

- (a) upon expiry of the Initial Subscription Period or any Renewal Period by giving the notice required under Clause 8;
- (b) where the Supplier commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receiving written notice requiring it to do so;
- (c) where otherwise permitted by applicable Consumer Legislation.

32.2 Termination by the Supplier

The Supplier may terminate this Agreement immediately by written notice where:

- (a) the Customer fails to pay any amount due under this Agreement and such failure continues for more than thirty (30) days after written notice requiring payment;
- (b) the Customer commits a material breach of these terms and conditions which is incapable of remedy or, if capable of remedy, fails to remedy the breach within thirty (30) days after receiving written notice;
- (c) the Customer deliberately interferes with, damages or misuses the Equipment or SecureHub Platform;
- (d) continued provision of the Subscription Services becomes unlawful or impossible due to legislation, regulatory requirements or circumstances beyond the Supplier's reasonable control.

- 32.3 Termination of this Agreement shall be without prejudice to any rights or remedies accrued by either Party before the date of termination.

33. Consequences of Termination

- 33.1 Upon termination of this Agreement:

- (a) the Customer's right to use the Subscription Services shall immediately cease;
- (b) access to the SecureHub App, SecureHub Platform, Cloud Services and any associated digital services may be withdrawn;
- (c) Monitoring Services and Push Notifications shall cease unless otherwise agreed in writing;
- (d) all licences granted to the Customer under this Agreement shall terminate.

- 33.2 Termination shall not affect any obligation which expressly or by implication is intended to continue after termination, including obligations relating to payment, confidentiality, intellectual property, limitation of liability and governing law.

34. Recovery of Equipment

- 34.1 Upon termination or expiry of this Agreement, the Customer shall provide the Supplier with reasonable access to the Installation Address to enable the recovery, removal or decommissioning of any Equipment that remains the property of the Supplier.
- 34.2 The Supplier shall use reasonable care when removing the Equipment but shall not be responsible for making good minor cosmetic damage or redecoration resulting from the removal of Equipment that was correctly installed.
- 34.3 Where the Customer fails to provide reasonable access for recovery of the Equipment within thirty (30) days of termination, the Supplier reserves the right to recover from the Customer:
- (a) the reasonable costs of additional attendance and recovery;
 - (b) the reasonable replacement value of any Equipment that cannot be recovered due to the Customer's actions or omissions; and
 - (c) any other reasonable costs incurred as a direct consequence of the Customer's failure to comply with this clause.
- 34.4 Nothing in this clause shall permit the Supplier to enter the Customer's property without the Customer's consent or other lawful authority.

35. Outstanding Charges

- 35.1 Termination of this Agreement shall not affect the Customer's obligation to pay:

- (a) all Subscription Charges accrued up to the date of termination;
- (b) any Charges relating to Chargeable Works completed before termination;
- (c) any outstanding invoices issued in accordance with this Agreement;
- (d) any reasonable costs recoverable under Clause 34.

- 35.2 The Supplier may issue a final invoice following termination setting out all sums due under this Agreement.
- 35.3 Any undisputed amount remaining unpaid after the applicable payment due date shall be subject to interest in accordance with Clause 9.
- 35.4 The Supplier reserves the right to refer unpaid debts to a third-party debt recovery agency or commence legal proceedings where payment remains outstanding following reasonable attempts to recover the debt.
- 35.5 Nothing in this Agreement shall prejudice the Supplier's right to recover any losses, damages, costs or expenses to which it is otherwise entitled at law.

PART 6 – LEGAL PROVISIONS

36. Limitation of Liability

- 36.1 Nothing in this Agreement shall limit or exclude either Party's liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other liability which cannot lawfully be excluded or limited under applicable law.
- 36.2 Subject to Clause 36.1, the Supplier shall not be liable for:
- (a) any indirect or consequential loss;
 - (b) loss of anticipated savings, except where such loss cannot lawfully be excluded for a Consumer;
 - (c) loss arising from any trade, business, profession or commercial activity carried on at or from the Installation Address, as these Residential Master Terms are not intended for business use;
 - (d) loss of data or digital content;
 - (e) interruption to telecommunications, internet services, electricity supply or third-party communication networks;
 - (f) any act or omission of emergency services, monitoring providers, telecommunications providers or other third parties beyond the Supplier's reasonable control.
- 36.3 The Customer acknowledges that the System is designed to reduce risk and provide early warning of security events but cannot guarantee the prevention of crime, fire, loss, injury or damage.
- 36.4 Subject to Clause 36.1 and to the fullest extent permitted by law, the Supplier's total liability arising out of or in connection with the Agreement shall be limited to the total Subscription Charges paid by the Customer during the twelve (12) months immediately preceding the event giving rise to the claim, except where a different liability cap is expressly stated in the Residential Service Subscription Agreement and is lawful for a Consumer contract.
- 36.5 For Consumers, nothing in this Agreement excludes or restricts any statutory rights or remedies that cannot lawfully be excluded or restricted, including rights under the Consumer Rights Act 2015.
- 36.6 The Customer acknowledges that the Subscription Charges reflect the limitations of the System and the allocation of risk set out in this Agreement. The Customer is responsible for considering suitable household, contents and other insurance for the Installation Address and any possessions kept there.

37. Data Protection & Privacy

- 37.1 Each Party shall comply with all applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018.
- 37.2 The Supplier may process personal data as controller, processor or joint controller depending on the relevant activity, including administration of the Agreement, delivery of Subscription Services, monitoring arrangements, support, billing, compliance, security and service improvement.

- 37.3 Where Monitoring Services are provided, the Customer acknowledges that personal information relating to keyholders, emergency contacts and authorised Users may be shared with the Monitoring Centre, emergency services or other authorised third parties where reasonably necessary.
- 37.4 Further information regarding the Supplier's processing of personal data, including lawful bases, retention periods, data subject rights and contact details, is contained within the Supplier's Privacy Notice or Privacy Policy as updated from time to time.
- 38. Confidentiality**
- 38.1 Each Party shall keep confidential all confidential information obtained from the other Party in connection with this Agreement.
- 38.2 Confidential information may be disclosed only:
- (a) where required by law;
 - (b) to professional advisers;
 - (c) to subcontractors or service providers where reasonably necessary for the provision of the Subscription Services; or
 - (d) with the prior written consent of the other Party.
- 38.3 This obligation shall continue after termination of the Agreement.
- 39. Intellectual Property**
- 39.1 All intellectual property rights in the SecureHub Platform, SecureHub App, Software, Firmware, documentation, designs, specifications and related materials shall remain the property of the Supplier or its licensors.
- 39.2 The Customer is granted a non-exclusive, non-transferable licence to use such intellectual property solely for the duration of the Subscription Period and only for the operation of the System.
- 39.3 The Customer shall not copy, modify, reverse engineer, decompile or otherwise attempt to reproduce any Software or Firmware except where expressly permitted by law.
- 40. Force Majeure**
- 40.1 Neither Party shall be liable for any delay or failure to perform its obligations where such delay or failure results from events beyond its reasonable control, including but not limited to natural disasters, acts of God, war, terrorism, civil unrest, industrial disputes, pandemics, utility failures, telecommunications failures, cyber-attacks, government action or supplier failures.
- 40.2 The affected Party shall notify the other Party as soon as reasonably practicable and shall use reasonable endeavours to minimise the effects of the Force Majeure Event.
- 41. Notices**
- 41.1 Any notice required under this Agreement shall be given in writing and may be served:
- (a) by first class post;
 - (b) by recorded delivery;
 - (c) by email to the most recent email address notified by the receiving Party; or
 - (d) by any other electronic method agreed between the Parties.
- 41.2 Notices shall be deemed received:
- (a) if delivered by hand, on delivery;
 - (b) if sent by first class post, two (2) Business Days after posting;
 - (c) if sent by email, on the Business Day of transmission unless the sender receives notification that delivery has failed.
- 42. Assignment and Subcontracting**
- 42.1 The Customer may not assign, transfer or otherwise dispose of any rights or obligations under this Agreement without the Supplier's prior written consent.
- 42.2 The Supplier may assign, novate or subcontract any of its rights or obligations under this Agreement provided this does not materially reduce the level of service provided to the Customer.
- 43. Variation**
- 43.1 The Supplier may amend these Terms where reasonably necessary to:
- (a) comply with changes in legislation or regulatory requirements;

- (b) reflect technological developments;
- (c) improve the Subscription Services; or
- (d) address operational or security requirements.

43.2 Where a proposed variation materially affects the Customer's rights or obligations, the Supplier shall provide reasonable prior notice and, where required by applicable Consumer Legislation, the Customer shall have the right to reject the variation or terminate the affected part of the Agreement without penalty.

44. Entire Agreement

44.1 These Residential Master Terms, together with the Residential Service Subscription Agreement, the As-Fitted and Handover Documentation, accepted Quotation and any documents expressly incorporated by reference, constitute the entire agreement between the Parties in relation to the Residential Subscription Services.

44.2 Nothing in this clause limits liability for fraudulent misrepresentation.

45. Severability

45.1 If any provision of this Agreement is found to be invalid, unlawful or unenforceable, that provision shall, to the extent necessary, be deemed severed and the remaining provisions shall continue in full force and effect.

46. Waiver

46.1 No delay or failure by either Party to exercise any right or remedy under this Agreement shall constitute a waiver of that right or remedy.

46.2 Any waiver shall be effective only if made in writing.

47. Third Party Rights

47.1 A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement.

48. Governing Law and Jurisdiction

48.1 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

48.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising under or in connection with this Agreement.