



TERMS AND
CONDITIONS

OUR STANDARD TERMS
AND CONDITIONS OF SALE



TERMS AND CONDITIONS OF SALE

A larger print or alternative format version of the Terms and Conditions and Quality of Goods and Guarantee is available upon request.

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 10 (GUARANTEE) AND CLAUSE 11 (LIMITATIONS OF LIABILITY)

1. INTERPRETATION

- 1.1. **Conditions:** these terms and conditions as amended from time to time in accordance with clause 3.
- 1.2. **Contract:** the contract between the IDSystems and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
- 1.3. **Customer:** the person or firm who purchases the Goods and/or Services from the IDSystems (“You”).
- 1.4. **Goods:** the goods (or any part of them) set out in the Order.
- 1.5. **Intellectual Property Rights:** all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered.
- 1.6. **Lead Time:** the estimated time for completion of the Services or delivery of the Goods sold under the terms of the Contract.
- 1.7. **Normal Environment:** a location that is more than 5000 metres from the sea (including estuaries and tidal rivers) and not within a saltwater or chemical swimming pool environment.
- 1.8. **Order:** the Customer’s order for the supply of Goods and/or Services, as set out overleaf.
- 1.9. **Property:** the property into which the Goods are installed.
- 1.10. **Property Owner:** The owner from time to time of the Property into which the Goods are installed, whether as part of the Services or by the Customer.
- 1.11. **Services:** the installation services supplied by the IDSystems to the Customer as set out in the Contract.
- 1.12. **IDSystems: Innovative Design Systems Limited** registered in England and Wales with company number 03989844 whose contact address is Unit B2, Rhombus Park, Diamond Road, Norwich NR6 6NN (“We or Us”).

2. BASIS OF CONTRACT

- 2.1. Where the order is placed by a builder, architect, or any other third party as agent for a Property Owner, unless IDSystems are supplied with written evidence of the agent’s authority to contract on behalf of the Property Owner IDSystems shall be entitled to assume that the person who enters into the Contract is the Customer. If the Order is placed by an agent for the Property Owner IDSystems shall be entitled to disclose all information relating to the Contract to the Property Owner.
- 2.2. Quotations are given by IDSystems (unless otherwise stated therein) as an invitation to the Customer to make an offer and shall not constitute an offer in itself. No Order shall be deemed to be accepted until IDSystems issue a letter of order acknowledgement to the Customer, at which point a Contract shall come into existence.

3. SALE

- 3.1. These terms and conditions apply to all quotations and offers for the supply of all Goods and/or Services entered into between the IDSystems and the Customer. They may only be amended in writing by a director of the IDSystems. Therefore, unless specifically otherwise agreed and confirmed as above these terms and conditions of sale shall apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.2. If any additions or amendments to these terms and conditions are made, an amended contract will be sent to the Customer to sign and return.

- 3.3. Unless otherwise specified by Us, the price is based on the Services (where applicable) being carried out on a ground floor level into locations within a Normal Environment into openings which do not exceed the system design parameters (please contact our technical department for advice on this matter) into apertures prepared in accordance with IDSystems’ “Prepared Openings by Others” policy annexed to the Contract. It is your responsibility to check compliance with this policy unless We are requested to check in writing to carry out a site survey. Where a survey is not carried out, you are responsible for the accuracy of dimensions and any information provided.
- 3.4. We reserve the right to make a reasonable additional charge to cover any additional costs that We incur in the event that You have failed to comply with Condition 3.3.
- 3.5. The price set out in the Contract (and the price given on any quotation) has been based solely using the dimensions that you have supplied, the accuracy of which is entirely your responsibility.

4. MANUALS AND DOCUMENTATION

- 4.1. Upon delivery We will provide You with operating instructions, care and maintenance instructions and a guarantee form for the Goods where applicable.
- 4.2. If you are a builder, architect or any other third party acting as an agent for a Property Owner You shall be responsible for the handover of operating instructions, care and maintenance instructions and the guarantee form to the Property Owner. Failure to do so will represent a material breach of the Contract.
- 4.3. The Property Owner will only be able to rely on the guarantee where they have registered their ownership with Us. If You are a builder, architect or any other third party acting as an agent for a Property Owner You shall be responsible for ensuring the Property Owner is aware of this.
- 4.4. Within 28 days of a transfer of ownership of the Property into which the Goods were installed, the new Property Owner must complete and return to Us a guarantee form together with the administration fee of £50.00, which can be paid by cheque made payable to I-D-Systems, electronic transfer or by credit or debit card. You shall be responsible for making sure the Property Owner is aware a new guarantee form must be completed and returned to us in accordance with the terms of this clause upon any change of ownership.

5. CONTRACT APPROVAL, SURVEY AND VARIATIONS

- 5.1. We do not offer a survey as part of our standard service, but a survey can be provided upon request and at additional cost to You. The cost of the survey shall be notified to You upon request. The full cost of the survey or 30% contract deposit must be paid in advance of the survey.
- 5.2. For orders where a site survey is not carried out, customers must provide photographs, showing access from the parking area to the opening(s).
- 5.3. We shall only carry out a survey of the property if You request one, in which case we will endeavour to ensure that this is carried out within 21 days of the request. You shall afford our surveyor all necessary assistance and access to the property and if necessary procure that the Property Owner, provides such assistance. The survey shall be for the purpose of ascertaining the dimensions, assessing the feasibility of the works to be undertaken and the suitability of the Goods for the works.
- 5.4. A site survey will be required when site specific method statements and risk assessments are required. Please note that, when these are required in addition to a standard survey, an additional charge will be made for this work. The surveyors will provide a report which will detail any given (agreed) sizes and preparation which is required to be carried out by You prior to supply of the Services. It is your responsibility to ensure that these are adhered to. The survey shall not be treated as a general or structural survey.

- 5.5. We shall notify you in writing within 14 days of receiving the results of the survey if We are unable to proceed with the Contract or if any modifications to the Goods or Services or the price are required due to the results of the survey.
- 5.6. If you wish to accept the proposed modifications, you must do so in writing within 7 days of notification to You. Once accepted, the modifications shall be incorporated into the Contract in place of the parts so modified.
- 5.7. If the modification is not accepted by You or if You/We cancel the Contract due to the survey, and design drawings have been issued and a deposit paid, the cancellation charge will be 10% of the net contract value plus VAT where applicable plus any material costs incurred by Us. If you cancel after just having a survey then the cancellation charge will be a minimum charge of £125 plus VAT where applicable or 2.25% of net job value plus VAT (whichever is greater) to be charged.
- 5.8. We may make changes to the specification of the Goods or Services if it is necessary to meet current building standards or to comply with safety requirements or other changes in the law. Where there is a significant change in specification which prevents Us from supplying what is set out in the products list annexed to the Contract, we will offer you an alternative product, on the understanding that You have the option of either accepting the modification or cancelling the Contract without penalty. IDSystems continually strive to develop its products and therefore reserves the right to change or modify the design or finish of individual components at any time without notice in the interests of product development or if required by law or good industry practice. Unless the alteration is material You will not be entitled to cancel the Contract.
- 5.9. We will provide CAD drawings with side elevation and floor plan as part of the Contract to be used for approval of design and agreed sizes. We may require you to approve the CAD drawings relating to some of the Goods prior to commencing work in relation to the Contract, which once approved by you, will form part of the specification for the Goods. IDSystems may, at its discretion, delay work on the Contract until such time as the CAD drawings have been approved by You and delivery times may be extended accordingly. If You require substantial or multiple variations to the initial CAD drawings, then we may make additional charges to prepare new drawings.
- 5.10. More detailed working drawings may be provided upon request but may be subject to additional charges, which will be set out in the Contract or agreed prior to their completion. It should also be noted that when such drawings are required any quoted delivery time period will be extended by a minimum of 5 working days.
- 5.11. Your quotation and contract allow for minor changes to our Issue A drawings. If additional design changes are requested beyond Issue B we reserve the right to pass on drawings costs of £35+VAT per hour. A quotation will be issued before progressing.
- 5.12. When redraws or design changes are requested the lead time is paused and will continue from the re-issue with the paused time being added to any quoted lead times.
- 5.13. You may authorise an agent, such as an architect or builder to approve the CAD drawings on your behalf. If such person has apparent authority to approve the drawings, IDSystems will have no liability to the Customer in the event the agent makes any mistakes in approving the drawings.
- 5.14. We supply a bespoke package, which is tailor-made to your individual requirements. As a result, if You decide to vary the Contract or the specification of the Goods once manufacturing data has been approved and work has commenced, we reserve the right only to agree to those variations provided that You meet our administration and material costs in making those changes. In addition, any variations, may also affect the Lead Time.
- 5.15. We cannot accept the return or rejection of tailor-made Goods if the reason for the return or rejection is because You provided IDSystems with incorrect



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measurements. However, this will not affect your legal rights, if You are purchasing as a consumer, in relation to tailor-made Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

5.16. IDSystems are not responsible for verifying the suitability or appropriateness of any Goods ordered. The Customer is responsible selecting the Goods and for assessing if the nature and performance of the Goods to be supplied is suitable and You are recommended to take your own independent advice on this prior to placing any Order if you have any concerns.

5.17.

6. BUILDING CONSENTS AND REGULATIONS

6.1. You are responsible for ensuring that the proposed Services and Goods comply with all relevant building and health and safety regulations (such as fire regulations) and for the obtaining of all relevant consents and permissions (including planning permission and building regulation approvals) to perform the Services. You are strongly recommended to take your own independent advice on this prior to placing any Order.

6.2. Should any approvals prove to be obtainable only by revision of the Services or Goods, we will quote a revised price to You. If You do not accept that revised price within 7 days of such a quotation, we may cancel the Contract. In the event of such a cancellation, We will refund any deposit paid, less a reasonable sum on account of work done and services rendered up to the date of cancellation.

7. PAYMENT TERMS

7.1. Unless otherwise stated, all prices quoted include transport and any applicable VAT.

7.2. A deposit of 30% of the total contract amount including VAT is required at the time of an Order, 60% interim payment is due approximately 4 weeks prior to installation, with the balance to be paid to IDSystems upon delivery of the Goods or upon completion of the Services where installation is part of the Contract.

7.3. IDSystems may invoice You for the Goods and Services on or at any time after notification of the estimated date of delivery and the Customers shall pay the invoice in full and cleared funds on or prior to the estimated delivery date as set out in the invoice. IDSystems may refuse to deliver the Goods or supply the Services until payment in full and cleared funds has been received. Time for payment shall be of the essence of the Contract.

7.4. IDSystems reserves the right to require the full final balance to be paid at any time for any Contract subject to status and authorised credit worthiness of the Customer.

7.5. Payment shall be made by way of cheque made payable to IDSystems, electronic transfer or by credit or debit card. No Services or delivery of the Goods will commence until the payment funds have successfully cleared.

7.6. You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and You shall not be entitled to assert any credit, set-off or counterclaim against IDSystems in order to justify withholding payment of any such amount in whole or in part. IDSystems may, without limiting its other rights or remedies, set off any amount owing to it by You against any amount payable by the IDSystems to You.

7.7. If you fail to pay any requested interim payment, final balance on completion/delivery of Goods or Services or fail to pay a proportionate amount pursuant to clause 7.2 above, the IDSystems shall be entitled to:

- (a) refuse to deliver/install the Goods/Services and charge any additional costs incurred to You for re-delivery/re-installation;
- (b) cancel the Contract and any other contracts or suspend further deliveries to You under this or any other contract;
- (c) remove part of installed products or lock and retain keys, pending receipt of outstanding payment. In the event that a further visit to site is then incurred to reinstall removed part or to complete handover we may make an additional charge to cover our costs;

(d) charge interest (both before and after any judgement) on the amount unpaid at the rate of 4% above Barclays Bank PLC base rate accruing on a daily basis until payment in full is received; or

(e) refuse to deal with any claim under the guarantee.

7.8.

(a) The property of goods supplied under the Contract shall not pass until payment is made in full. In case of default in payment We shall be entitled to require You to deliver up the Goods and, if You fail to do so promptly, we may enter any premises of Yours or of any third party where the Goods are stored in order to recover them.

(b) Risk shall pass upon delivery of the Goods to You, whether or not the Services are completed at this time and You shall maintain the Goods in satisfactory condition and keep them insured on Our behalf for their full price against all risks with an insurer that is reasonably acceptable to us.

(c) In the event of You selling the Goods or any part of them to a third party or the Property Owner (if they are not the Customer) before payment in full has been made to IDSystems, you agree to hold all sums received for such Goods as trustee for IDSystems.

8. DELIVERY/INSTALLATION

8.1. Once an available date for the Goods has been determined, we will endeavour to provide a 3-week window for delivery (and installation where applicable). We will ask you to confirm which dates will not be suitable and upon this confirmation We will aim to provide 2-3 weeks' notice of the delivery/installation date.

8.2. If the delivery/installation date is cancelled by You after a date has been allocated, You will be liable to pay an additional charge:

8.2.1. If You provide 1-2 weeks' notice of cancellation a charge of 10% of the net Contract value as stated in the Contract shall apply;

8.2.2. Where less than 1 clear weeks' notice of cancellation has been provided, you will be liable to pay a charge of 15% of net Contract value as stated in the Contract.

8.3. You shall grant us access to the delivery address from 8am onwards on the agreed date in order to effect delivery and, if part of the Contract, supply the Services.

8.4. If the Contract includes installation of the Goods then the price quoted will include offloading at the delivery address (but not transporting the Goods to the relevant apertures if this requires any specialist lifting equipment). If the Contract does not include installation of the Goods, then You will be responsible for offloading the Goods at the delivery address and must ensure that there is sufficient personnel present at delivery to offload the Goods.

8.5. Any dates quoted for delivery of the Goods and supply of Services are approximate only, and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or Your failure to provide US with adequate delivery instructions or because of the failure of You to provide sufficient assistance to offload the Goods or any other instructions that are relevant to the supply of the Goods.

8.6. We will not be liable for any delay in the starting or completion of the supply of the Goods or Services that arises from: (i) the Goods not passing through IDSystems stringent quality checks or (ii) breakages or (iii) causes beyond our reasonable control.

8.7. Time of delivery is not of the essence of the Contract but if the Services have not been commenced or the Goods have not been supplied within any delivery period quoted to You, You can give us notice in writing after the delivery period has expired requiring the Services to be commenced or the Goods to be supplied within 6 weeks of the date of the notice. If the Services have not commenced or the Goods not supplied by the end of that period then You shall be entitled to cancel the Contract and we shall return any deposit or interim payment paid by You, less the cost of the Survey, where carried out.

8.8. Once Goods become available for delivery/installation We will store Goods for a maximum of 6 weeks from the date availability is notified to You in accordance with clause 8.1. Unless agreed otherwise with between us, IDSystems will charge You for the reasonable costs (including insurance) for storage of Goods for any period after the end of the three-week delivery window in clause 8.1 until delivery can be made. Full payment for the Goods shall remain due and payable in accordance with the payment terms.

8.9. If after expiry of this period You have not taken or accepted delivery of them, we may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to You for any excess over the price of the Goods or charge You for any shortfall below the price of the Goods.

8.10. Either You or an authorised representative agree to be available on site at the time of delivery and at the completion of the Services (where installation forms part of the Contract) to check that the installation has been properly completed and to deal with the handover of the installation, which includes basic instruction on the workings of the installation. In the event that no-one is on site, we shall lock the installation and retain the keys pending the handover taking place. In the event that a further visit is required to complete the handover, we may make a reasonable additional charge to cover any costs so incurred as a result.

9. WHERE INSTALLATION IS PART OF THE CONTRACT

9.1. The Services shall not include the following:

- (a) The building and preparation of the openings for the Goods;
- (b) any removal of any existing window, door or unit unless stated so in special requirements and instructions annexed to the Contract;
- (c) any cement or lead work or plastering;
- (d) the supply of any additional trims, unless stated in the Contract;
- (e) the supply of any working platforms, safety scaffold or specialist lifting equipment that we may require to carry out our Services unless stated otherwise in special requirements and instructions annexed to the Contract;
- (f) remedying of any existing defect in or on the site;
- (g) moving of fixtures and fittings at the address (including radiators, gas or other pipes, electricity, telephone or television cables or burglar alarms);
- (h) arranging for the interruption of any utility (including gas, water and electricity) supplies;
- (i) any making good in areas immediately surrounding where the installation has been carried out; or
- (j) we do not provide specialist finishes such as pebbledash or Tyrolean. We shall not be liable for any internal redecoration, which is reasonably necessary as a result of us having performed the Services.

9.2. In relation to the Services We shall:

- (a) not be responsible for delays caused by your failure to comply with clause 8.1;
- (b) endeavour to offer a match with existing finishes but will not be liable for non-matching due to weathering of existing materials or inherent variations in natural products such as timber;
- (c) not guarantee when variations occur in existing plaster lines that equal amounts of sub-frame will be visible all round;
- (d) when the Services have been completed, leave the address in a similar condition to the condition it was in immediately prior to the commencement of the Services; and
- (e) remedy any damage proven to have been caused by the negligent execution of the Services.

9.3. You shall:

- (a) co-operate with IDSystems in all matters relating to the Services;
- (b) provide IDSystems, its employees, agents, consultants and subcontractors, with access to the Customer's property and other facilities as reasonably required by IDSystems to provide the Services;



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- (c) provide IDSystems with such information and materials as IDSystems may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (d) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- (e) keep and maintain all materials, equipment, documents and other property of IDSystems (**IDSystems Materials**) at the Customer's property in safe custody at its own risk, and not dispose of or use IDSystems Materials other than in accordance with IDSystems' written instructions or authorisation.
- 9.4. You must prepare all new openings and provide all works as detailed in our 'Prepared Openings by Others' document. If IDSystems' performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by You or failure by You to perform this or any other obligation listed at paragraph 9.3 above (**Customer Default**):
- 9.4.1. IDSystems shall without limiting its other rights or remedies have the right to suspend performance of the Services until You remedy the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays IDSystems' performance of any of its obligations;
- 9.4.2. IDSystems shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from IDSystems' failure or delay to perform any of its obligations; and
- 9.4.3. You shall reimburse IDSystems on written demand for any costs or losses sustained or incurred by IDSystems arising directly or indirectly from the Customer Default.
- 9.5. At our sole discretion we will return to site at a later date (of our choosing taking into account the general needs of our business) to carry out the installation once the openings have been properly prepared, provided that the outstanding balance plus an additional installation fee has been paid in advance.
- 9.6. Goods will be installed within an allowed tolerance of 1mm per linear metre. This excludes side jambs on flush track folding door systems, which are deliberately installed a few millimetres out of plumb to minimise panel resistance on internal and external floor finishes.
- 10. GUARANTEE**
- 10.1. The Goods and Services are supplied subject to the IDSystems Guarantee Terms.
- 10.2. A copy of the Guarantee Terms has been provided to the Customer prior to entering into the Contract and forms part of this Contract.
- 10.3. In the event of any conflict, the provisions of the Guarantee Terms shall apply in relation to warranty matters.
- 11. LIMITATION OF LIABILITY (YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CLAUSE)**
- 11.1. Nothing in these Conditions shall limit or exclude the IDSystems' liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (e) defective products under the Consumer Protection Act 1987.
- 11.2. Subject to clause 11.1
- 11.2.1. IDSystems shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 11.2.2. IDSystems' total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £150,000 or the price of the Contract (whichever is higher).
- 11.3. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.4. This Clause 11 shall survive termination of the Contract.
- 12. TERMINATION**
- 12.1. Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other if:
- (a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(b) to clause 21.1(i) (inclusive);
- (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 12.2. If We cancel this Contract in accordance with these terms, we may claim from you such sum as is necessary to cover the costs and expenses that we have incurred in connection with the Contract to date and use your deposit as part or full payment for these costs and expenses, including the preparation of any CAD Drawings or survey.
- 12.3. The Contract can be cancelled by either party without penalty by written notice given to the other not later than close of business on the 10th Business Day after the Contract has been signed and becomes binding and any deposit paid in accordance with clause 7.1 shall be returned to you in full, provided that no survey has been carried out or CAD drawings provided.
- 12.4. We may terminate a Contract in the event that You do not supply the requested manufacturing data or approval of CAD drawings (if applicable) or the deposit in cleared funds (if applicable) within 10 working days of request by notifying You of the termination in writing at any time after this period has expired if the requested items have not been provided to the reasonable satisfaction of IDSystems.
- 12.5. Without limiting its other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to You if You fail to pay any amount due under this Contract on the due date for payment.
- 12.6. Without limiting its other rights or remedies, We shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between us if:
- 12.6.1. You fail to make pay any amount due under this Contract on the due date for payment; or
- 12.6.2. You becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(l), or the IDSystems reasonably believes that You are about to become subject to any of them.
- 13. CONSEQUENCES ON TERMINATION**
- 13.1. On termination of the Contract for any reason:
- (a) You shall immediately pay to Us all of IDSystems' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt;
- (b) You shall return all of the IDSystems Materials and any Goods which have not been fully paid for. If You fail to do so, then We may enter your premises or any other premises of any other third party where the relevant items are stored to take possession of them. Until they have been returned, You shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 14. GENERAL**
- 14.1. Force majeure:
- (a) For the purposes of this Contract, **Event Outside Our Control** means an event beyond the reasonable control of IDSystems including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of IDSystems' or subcontractors.
- (b) We shall not be liable to You as a result of any delay or failure to perform its obligations under this Contract as a result of an Event Outside Our Control. If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:
- a. We will contact you as soon as reasonably possible to notify You; and
- b. Our obligations under these Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects our performance of Services to you, we will restart the

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- Services as soon as reasonably possible after the Event Outside Our Control is over.
- (c) If the Event Outside Our Control prevents Us from providing any of the Services and/or Goods for more than 12 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other.
- 14.2. Assignment and subcontracting:
- (a) We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) You shall not, without the prior written consent of Us, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract, save that You may assign the benefit of the guarantee at clause 10 to the Property Owner, if they are not the Customer without consent, but must immediately notify Us in writing that such assignment has occurred. You may transfer the benefit of the guarantee in clause 10 to any purchaser of your property.
- 14.3. Notices:
- 14.3.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- 14.3.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second working day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one working after transmission.
- 14.3.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 14.4. Subject to condition 14.2(a) this contract is between You and IDSystems. No other person shall have any rights to enforce any of its terms. However, any purchaser of the Property will have the benefit of the guarantee at Condition 4 if you transfer it to them, but IDSystems will not need their consent to cancel or make any changes to these Conditions.
- 14.5. Each of the paragraphs of these Conditions 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.
- 14.6. If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce our rights against You, or if We delay in doing so, that will not mean that We have waived its rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, we will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 14.7. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 14.8. Personal Information
- 14.8.1. We will use the personal information you provide to IDSystems to:
- 14.8.1.1. provide the Goods and/or Services;
- 14.8.1.2. process your payment for such Goods and/or Services; and
- 14.8.1.3. inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting IDSystems
- 14.8.2. You agree that IDSystems may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.
- 14.8.3. We will not give your personal data to any other third party