TERMS AND CONDITIONS OF SUPPLY

CCTV tower hire · temporary hard-wired CCTV · permanent CCTV installation · monitoring, keyholding and alarm response

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Application

These Conditions govern every supply of services and equipment by **RAN Vision Limited** (company number 17376491) unless different terms are expressly agreed in writing. Part A applies to every contract. Parts B to F apply according to the services covered by the Quotation: hire of mobile CCTV towers and pods (Part B); hire of temporary hard-wired CCTV systems (Part C); sale and installation of permanent CCTV systems (Part D); monitoring, keyholding and alarm response (Part E); and maintenance (Part F). These Conditions are for business customers only.

This document forms part of the RAN Vision Limited controlled document set: see RVL-QM-000 (Accreditation Document Register).

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PART A — GENERAL CONDITIONS (APPLY TO EVERY CONTRACT)

1. Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Business Day	means a day other than a Saturday, Sunday or public holiday in England;
Charges	means the charges for the Services and any Equipment set out in or calculated in accordance with the Quotation, together with any further sums payable under the Contract;
Conditions	means these terms and conditions of supply (document reference RVL-CM-001), as amended from time to time in accordance with clause 20.2;
Contract	means the contract between RAN Vision and the Customer for the supply of Services and/or Equipment, formed in accordance with clause 2 and comprising the Quotation, these Conditions and any document expressly incorporated by the Quotation;
Customer	means the person, firm or company identified in the Quotation, acting in the course of a business;

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Data Protection Legislation	means all data protection and privacy legislation in force in the United Kingdom from time to time, including the UK GDPR and the Data Protection Act 2018, in each case as amended, re-enacted or replaced;
Deployment	means the placement and commissioning of Hired Equipment at the Site;
Equipment	means the equipment, materials, software and consumables to be supplied under the Contract, whether sold or hired, including any CCTV tower, CCTV pod, camera, recorder, detector, sensor, alarm panel, transmission equipment, cabling, signage and ancillary items;
Footage	means images, video and any associated audio and metadata captured by a System;
Hire Period	means the period determined in accordance with Part B or Part C, as applicable;
Hired Equipment	means Equipment supplied on hire (and not sold) to the Customer, including CCTV towers supplied under Part B and temporary hard-wired Systems supplied under Part C;
Lost and Damaged Equipment Charges	means RAN Vision's schedule of charges for lost and damaged Equipment, as provided to the Customer with the Quotation or on request, and as revised from time to time under clause B5.6;
Minimum Term	means the minimum period of hire or service stated in the Quotation or, if none is stated, the period specified in the applicable Part of these Conditions;
Monitoring Services	means the remote CCTV monitoring services described in Part E;
Off-Hire Notice	means written notice given by the Customer to end the hire of Hired Equipment in accordance with Part B or Part C;
Quotation	means RAN Vision's written quotation or proposal for the supply of Services and/or Equipment;
RAN Vision	means RAN Vision Limited, a company registered in England and Wales with company number 17376491, whose registered office is at 5th Floor, 167-169 Great Portland Street, London, W1W 5PF;
Response Services	means the keyholding, alarm response and related attendance services described in Part E;
Services	means the services described in the Quotation, which may include any of the hire, installation, monitoring, response and maintenance services described in Parts B to F;
Site	means the premises or land at which the Services are to be performed or the Equipment is to be located, as identified in the Quotation;
Supply Partner	means any third party that owns, supplies, deploys, services, monitors or collects Equipment on RAN Vision's behalf, including the owner of any Hired Equipment;
System	means a CCTV or security system comprising Equipment (whether hired or sold), including any mobile CCTV tower and any temporary or permanent hard-wired installation;
VAT	means value added tax chargeable under the Value Added Tax Act 1994;
Working Hours	means 08:00 to 17:00 on Business Days.

1.2 In these Conditions:

(a) a reference to legislation is a reference to it as amended, extended, re-enacted or replaced from time to time, and includes subordinate legislation made under it;

(b) words following "include", "including" or similar are illustrative and do not limit the sense of the preceding words;

(c) the singular includes the plural and vice versa, and a reference to one gender includes every gender;

(d) a reference to "writing" or "written" includes email but excludes fax;

(e) clause and Part headings are for convenience only and do not affect interpretation; and

(f) a reference to a clause is to a clause of these Conditions, and a reference to a Part is to a Part of these Conditions.

2. These Conditions and how a Contract is formed

2.1 These Conditions are for business customers only. The Customer confirms that it enters into each Contract in the course of a business and not as a consumer. RAN Vision does not supply consumers on these Conditions.

2.2 A Quotation is valid for 30 days from its date, unless it states otherwise or RAN Vision withdraws it earlier in writing. A Quotation is an invitation to the Customer to make an offer; it is not itself an offer.

2.3 A Contract is formed, and these Conditions become binding, on the earliest of:

(a) the Customer signing or otherwise accepting the Quotation in writing;

(b) the Customer issuing a purchase order or written instruction referable to the Quotation;

(c) RAN Vision confirming acceptance of the Customer's order in writing; or

(d) RAN Vision beginning to perform the Services at the Customer's request.

2.4 These Conditions apply to every Contract to the exclusion of any terms which the Customer seeks to impose or incorporate (including any terms printed on or referred to in a purchase order) and of any terms implied by trade custom, practice or course of dealing.

2.5 Each Quotation accepted in accordance with clause 2.3 gives rise to a separate Contract.

2.6 If there is any conflict or inconsistency, the following order of precedence applies: (a) any special terms expressly set out in the Quotation; then (b) the applicable Part or Parts B to F; then (c) this Part A.

2.7 Parts B to F apply as follows, according to what the Quotation covers: Part B applies to the hire of mobile CCTV towers and pods; Part C applies to the hire of temporary hard-wired Systems; Part D applies to the sale and installation of permanent Systems; Part E applies to Monitoring Services and Response Services; and Part F applies to maintenance services.

2.8 Where the Quotation states that particular goods or services will be supplied to the Customer directly by a named third party under that third party's own contract with the Customer, RAN Vision is not a party to that supply and has no liability for it. This clause does not apply to subcontractors engaged by RAN Vision under clause 15.

3. Standard of the Services

3.1 RAN Vision will perform the Services with reasonable skill and care, in all material respects in accordance with the Quotation, in accordance with good industry practice and applicable law, and in accordance with any British Standards expressly identified in the Quotation.

3.2 Any dates or periods given for Deployment, installation, attendance or completion are estimates only. Time is not of the essence for RAN Vision's performance of the Services.

3.3 RAN Vision may supply Equipment of a different make or model to that stated in the Quotation, provided it offers equivalent or better functionality, quality and manufacturer's warranty.

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3.4 RAN Vision will ensure that personnel performing the Services are appropriately trained and competent for the work they carry out, and will comply with the reasonable site rules and induction requirements of the Site notified to RAN Vision in advance.

3.5 Unless the Quotation states otherwise, attended Services are performed during Working Hours. Work outside Working Hours can be arranged and may be charged at the out-of-hours rates in the Quotation or, if none, at RAN Vision's reasonable rates notified in advance.

3.6 Nothing in any Contract requires RAN Vision or any of its personnel or subcontractors to exercise, or to hold themselves out as exercising, any power of a police constable.

4. Customer obligations

4.1 The Customer will, at its own cost:

(a) provide RAN Vision with complete and accurate information about the Site and the Customer's requirements, and promptly notify RAN Vision of any change to that information;

(b) give RAN Vision, its personnel and its subcontractors safe and timely access to the Site as reasonably required to perform the Contract;

(c) ensure the Site is safe for the work to be carried out, and comply with its own duties under the Health and Safety at Work etc. Act 1974 and, where applicable, the Construction (Design and Management) Regulations 2015, including cooperating on inductions, site rules and the exchange of health and safety information;

(d) obtain and maintain every consent, licence, permission or wayleave needed for the Services and the Equipment at the Site, including any planning permission and any landlord's or third-party consent;

(e) provide any electrical supply, network connection or other facility that the Quotation states the Customer is to provide, and keep it available throughout the Contract;

(f) take reasonable care of all Equipment at the Site and not move, relocate, adjust, modify, repair or interfere with it, or allow anyone else to do so, except with RAN Vision's prior written agreement;

(g) notify RAN Vision promptly, and in any event within 24 hours, of any damage to, malfunction of, or loss or theft of any Equipment;

(h) nominate a representative with authority to give instructions and approvals for the Contract; and

(i) comply with RAN Vision's reasonable instructions concerning the safe use and operation of the Equipment and the Services.

4.2 If RAN Vision's performance is prevented or delayed by an act or omission of the Customer, or by the Customer's failure to perform any obligation in clause 4.1, then without limiting its other rights RAN Vision: (a) is relieved from performance to the extent so prevented or delayed, and any affected dates are extended accordingly; and (b) may charge the Customer its reasonable additional costs arising from the failure, including aborted or repeat visit charges at the rates in the Quotation or, if none, at RAN Vision's reasonable rates.

4.3 The Customer grants RAN Vision, its Supply Partners and their contractors an irrevocable right to enter the Site at all reasonable times, during the Contract and afterwards until all Hired Equipment has been removed, to deliver, install, inspect, test, maintain, repair, exchange and remove Equipment. Where RAN Vision reasonably believes that Hired Equipment is at risk, or a right to terminate under clause 12.3 has arisen, that right may be exercised without notice.

5. Charges, invoicing and payment

5.1 The Charges are as set out in, or calculated in accordance with, the Quotation. Hire Charges accrue for the whole of the Hire Period as provided in Part B or Part C.

5.2 Unless the Quotation states otherwise, RAN Vision will invoice: (a) hire Charges and recurring service Charges weekly, in advance; (b) sale and installation Charges under Part D in accordance

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with the payment milestones in the Quotation, including any deposit; and (c) all other Charges as they are incurred.

5.3 The Customer will pay each invoice in full, in cleared funds, within 30 days of the invoice date, unless the Quotation states different payment terms. Time for payment is of the essence.

5.4 If the Customer fails to pay any sum when due, RAN Vision may claim interest and fixed compensation on the overdue sum under the Late Payment of Commercial Debts (Interest) Act 1998.

5.5 The Customer will pay all sums due without deduction, withholding, set-off or counterclaim, except any deduction or withholding required by law.

5.6 The Charges are exclusive of VAT, which the Customer will pay in addition at the applicable rate, and exclusive of expenses which the Quotation states are recharged or which the Customer approves in advance, which will be recharged at cost.

5.7 For hire and recurring services continuing beyond the Minimum Term, RAN Vision may revise the Charges no more than once in any 12-month period, and not during the Minimum Term, by giving not less than 30 days' written notice.

5.8 The provision of credit is subject to status. RAN Vision may carry out credit checks, set or vary a credit limit, and require a deposit or payment in advance as a condition of supply.

6. Data protection and Footage

6.1 Each party will comply with the Data Protection Legislation in connection with the Contract. This clause 6 is in addition to, and does not relieve or replace, either party's obligations under the Data Protection Legislation.

6.2 The parties acknowledge that, unless the Quotation states otherwise, each party is an independent controller of the personal data (including Footage) that it processes in connection with the Contract, and nothing in the Contract makes the parties joint controllers. If the Customer requires RAN Vision to process personal data as its processor, the parties will enter into RAN Vision's data processing addendum before that processing begins.

6.3 RAN Vision processes Footage and related personal data in accordance with its Privacy Notice (document reference RVL-DP-002), available at ranvision.co.uk/privacy, which includes the applicable retention periods.

6.4 RAN Vision will supply CCTV signage with each System. The Customer will display that signage prominently at the entrances to, and where appropriate around the perimeter of, the Site for so long as the System operates, and will not obscure, move or remove it without RAN Vision's agreement.

6.5 Camera positions and fields of view will be set so far as reasonably practicable to monitor the Site and its approaches and to minimise the capture of neighbouring land and public space beyond what is necessary for the security of the Site. The Customer will notify RAN Vision promptly of any change at or around the Site that materially affects what the System captures.

6.6 The Systems and Services are supplied for overt security surveillance of the Site only. The Customer will not use, or ask RAN Vision to use, any System or Footage for covert surveillance, for monitoring the conduct or performance of workers, or for any purpose beyond the security and safety of the Site, unless the parties first agree in writing and a lawful basis exists for that use.

6.7 Each party will give the other reasonable cooperation to enable it to respond to requests from individuals exercising their rights under the Data Protection Legislation. The Customer will promptly refer to RAN Vision any such request it receives that relates to Footage held by RAN Vision.

6.8 RAN Vision may disclose Footage to the police or another law enforcement body, to a regulator, or to the insurers or professional advisers of either party, where it is lawful to do so for the prevention or detection of crime, the apprehension or prosecution of offenders, or the establishment, exercise or defence of legal claims.

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6.9 On the Customer's written request made within the applicable retention period, RAN Vision will provide copies of relevant Footage within a reasonable time. RAN Vision may charge its reasonable costs for extensive or repeated requests.

7. Confidentiality

7.1 Each party will keep confidential all confidential information of the other party obtained in connection with the Contract, use it only for the purposes of the Contract, and not disclose it to any third party except as permitted by this clause 7.

7.2 Clause 7.1 does not apply to information which: (a) is or becomes publicly available other than through breach of this clause; (b) was lawfully in the receiving party's possession before disclosure; (c) is lawfully received from a third party free of any duty of confidence; or (d) is required to be disclosed by law, a court or a regulator.

7.3 Each party may disclose the other party's confidential information to its personnel, subcontractors, insurers and professional advisers who need to know it for the purposes of the Contract, provided they are bound by obligations of confidence no less protective than this clause 7.

7.4 This clause 7 survives termination or expiry of the Contract.

8. Intellectual property

8.1 All intellectual property rights in RAN Vision's designs, drawings, specifications, software, system configurations, documentation and know-how, whether existing before the Contract or created in performing it, belong to RAN Vision or its licensors.

8.2 RAN Vision grants the Customer a non-exclusive, non-transferable licence to use the materials described in clause 8.1 solely to receive the Services and to operate the System, for the duration of the Contract and, in the case of a System sold under Part D, for the life of that System.

8.3 The Customer grants RAN Vision a non-exclusive licence to use materials and information it provides, solely as needed to perform the Contract.

9. Warranties and exclusions

9.1 Each party warrants that it has full power and authority to enter into and perform the Contract.

9.2 If RAN Vision performs any Service in breach of clause 3.1, and the Customer notifies RAN Vision within a reasonable time, RAN Vision will re-perform the affected Service or, at its option, refund the Charges attributable to it. This clause is without prejudice to clause 10.

9.3 CCTV, monitoring and response services deter and detect; they cannot prevent every incident. RAN Vision does not warrant that any System or Service will prevent intrusion, theft, damage or other loss, or that any System will operate without interruption. Operation depends on factors outside RAN Vision's control, including electrical supply, light levels and weather (for solar-powered Equipment), and the availability and coverage of third-party mobile and data networks.

9.4 Subject to clause 10.1, all warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

9.5 RAN Vision's warranty obligations do not apply to the extent a defect arises from misuse, neglect, unauthorised alteration or repair, failure to follow RAN Vision's instructions, or damage caused by the Customer or a third party, and RAN Vision may suspend warranty service while any undisputed sum is overdue.

10. Limitation of liability

10.1 Nothing in the Contract limits or excludes either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be limited or excluded.

10.2 Subject to clause 10.1, RAN Vision is not liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for: (a) loss of profits; (b) loss of revenue; (c) loss

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of business, contracts or opportunity; (d) loss of anticipated savings; (e) loss of or damage to goodwill; or (f) any indirect or consequential loss.

10.3 Subject to clause 10.1, RAN Vision's total aggregate liability arising under or in connection with each Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the total Charges paid by the Customer under that Contract in the 12 months preceding the event giving rise to the claim.

> **IMPORTANT — RAN VISION IS NOT AN INSURER**
>
> Security systems reduce risk; they cannot eliminate it. The Charges are calculated by reference to the cost of providing the Services and Equipment, not by reference to the value of the Site, or of any property or business interest, at risk. It is the Customer's sole responsibility to maintain comprehensive insurance for the Site and for its property, people and business, on an "all risks" basis, and the limits in this clause 10 are agreed on that footing.

10.4 The Customer will bring any claim arising under or in connection with a Contract within 12 months of the date on which it became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim, failing which the claim is waived. This clause does not apply to a claim for unpaid Charges or to liability under clause 10.1.

11. Insurance

11.1 RAN Vision maintains employers' liability insurance of not less than £10 million, public liability insurance of not less than £5 million, and professional indemnity insurance of not less than £1 million, and will provide evidence of cover on reasonable request.

11.2 From delivery of any Hired Equipment until its collection or removal, the Customer will maintain with a reputable insurer: (a) insurance of all Hired Equipment on an all-risks basis, including theft, vandalism, malicious damage, fire and accidental damage, for not less than the "Lost / missing" charge in the Lost and Damaged Equipment Charges (or, for any item not listed, its full replacement cost); and (b) public liability insurance of not less than £5 million for any one occurrence. The Customer will note the interest of RAN Vision and of any Supply Partner that owns the Hired Equipment on the policy where the insurer permits, and will hold any insurance proceeds relating to Hired Equipment on trust for RAN Vision and pay them to RAN Vision on demand.

11.3 The Customer remains responsible for insuring the Site and its own property, people and business, as described in the notice in clause 10.

11.4 The Customer will provide a copy of its insurance certificate before delivery of any Hired Equipment and at any other time on request. RAN Vision may withhold delivery until it receives that evidence, and clause 4.2 applies to any resulting delay.

11.5 The Customer's liability for loss of or damage to Hired Equipment does not depend on, and is not limited by, its insurance. Any policy excess, any shortfall and any claim that an insurer declines or delays are the Customer's responsibility, and the Customer will pay the Lost and Damaged Equipment Charges on demand whether or not it makes or settles an insurance claim.

12. Term, suspension and termination

12.1 Each Contract starts when it is formed under clause 2.3 and continues until the Services are completed or the Contract is terminated in accordance with its terms, subject to any Minimum Term.

12.2 RAN Vision may suspend performance of any or all Services, on written notice, if: (a) any undisputed sum remains unpaid 7 days after RAN Vision has given notice that it is overdue; or (b) conditions at the Site present a risk to the health or safety of any person, until the risk is resolved. Hire Charges continue to accrue during any suspension caused by the Customer.

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12.3 Either party may terminate a Contract with immediate effect by written notice if the other party: (a) commits a material breach of the Contract which is irremediable or, if remediable, is not remedied within 14 days of written notice requiring remedy (and persistent late payment is a material breach); or (b) suffers an insolvency event, meaning it is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, enters administration, liquidation, receivership, a moratorium or any arrangement with its creditors, or any analogous event occurs in any jurisdiction.

12.4 The Customer may end the hire of Hired Equipment by Off-Hire Notice in accordance with Part B or Part C, and may terminate recurring services in accordance with Part E or Part F. Early termination within a Minimum Term carries the consequences set out in the applicable Part.

13. Consequences of termination

13.1 Termination or expiry of a Contract does not affect any rights, remedies or liabilities accrued up to that date. On termination, all sums invoiced or accrued under the Contract become immediately due and payable.

13.2 On termination or expiry, and at the end of any Hire Period, the Customer will make all Hired Equipment and any unpaid-for Equipment available for collection, and grants RAN Vision (and its Supply Partners and their contractors) an irrevocable licence to enter the Site at all reasonable times to inspect, service, disconnect and remove that Equipment.

13.3 Any provision of the Contract that expressly or by implication is intended to continue after termination remains in force, including clauses 5 to 11, 13, 16 and 18 to 21.

14. Force majeure

14.1 Neither party is in breach of the Contract, or liable for delay or failure to perform, to the extent caused by an event or circumstance beyond its reasonable control, including: act of God, flood, storm or other severe weather; fire; epidemic or pandemic; war, terrorism or civil commotion; industrial action by third parties; act of government or a change in law; failure or interruption of electricity supply or of third-party telecommunications, mobile or data networks; and failure of a supplier or carrier not caused by the affected party (a "Force Majeure Event"). This clause does not excuse the Customer from any obligation to pay sums due.

14.2 The affected party will notify the other as soon as reasonably practicable of the Force Majeure Event and its expected effect, and will use reasonable endeavours to mitigate that effect and to resume performance.

14.3 If a Force Majeure Event continues for more than 60 days, either party may terminate the affected Contract on not less than 14 days' written notice.

15. Subcontracting and assignment

15.1 RAN Vision may subcontract or delegate the performance of any of its obligations, including Equipment supply, Deployment and collection, installation, remote monitoring and Response Services, and remains responsible to the Customer for the acts and omissions of its subcontractors as if they were its own.

15.2 The Customer may not assign, transfer, charge or deal in any of its rights or obligations under the Contract without RAN Vision's prior written consent, not to be unreasonably withheld. RAN Vision may assign the Contract to any successor to its business or any member of its group.

16. Non-solicitation of personnel

16.1 The Customer will not, during the Contract and for 6 months after it ends, directly or indirectly solicit or entice away from RAN Vision (or employ or engage) any employee or subcontracted operative of RAN Vision who has been materially involved in the Contract, other than through a response to a general recruitment advertisement not targeted at that person.

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16.2 If the Customer breaches clause 16.1, it will pay RAN Vision a sum equal to 20% of the individual's annual remuneration (or annualised subcontract fees), which the parties agree is a genuine pre-estimate of RAN Vision's recruitment and replacement costs.

17. Compliance with laws

17.1 Each party will comply with all applicable laws in performing the Contract, including the Bribery Act 2010 and the Modern Slavery Act 2015, and will maintain its own policies and procedures reasonably designed to ensure that compliance.

17.2 RAN Vision will ensure that its personnel and subcontractors have the right to work in the United Kingdom, are security screened in accordance with BS 7858 where the nature of their role requires it, and hold any licence required under the Private Security Industry Act 2001 for any licensable activity they perform.

18. Notices

18.1 Any notice under the Contract must be in writing and delivered by hand, sent by pre-paid first-class post to the receiving party's registered office or the address in the Quotation, or sent by email to the address given in the Quotation or otherwise notified for that purpose.

18.2 A notice is deemed received: if delivered by hand, on delivery; if posted, at 9:00 am on the second Business Day after posting; and if emailed, at the time of transmission or, if sent outside Working Hours, when Working Hours next resume. This clause does not apply to the service of proceedings in any legal action.

19. Dispute resolution

19.1 If a dispute arises out of or in connection with a Contract, senior representatives of each party with authority to settle it will meet (in person or remotely) within 14 days of a written request from either party and attempt in good faith to resolve it.

19.2 If the dispute is not resolved within 30 days of that request, the parties will attempt to settle it by mediation under the CEDR Model Mediation Procedure before commencing court proceedings.

19.3 Nothing in this clause 19 prevents either party from applying to court for urgent injunctive or other interim relief, or from issuing proceedings to recover an undisputed debt.

20. General

20.1 The Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions, arrangements and understandings relating to it. Each party agrees that it has no remedy in respect of any statement or representation not set out in the Contract, except in the case of fraud.

20.2 No variation of the Contract is effective unless it is in writing and agreed by both parties. In the case of RAN Vision, agreement must be given by a director.

20.3 A failure or delay by either party in exercising any right or remedy is not a waiver of it, and no single or partial exercise prevents any further exercise of that or any other right or remedy. A waiver is effective only if given in writing.

20.4 If any provision of the Contract is or becomes invalid or unenforceable, it is deemed modified to the minimum extent necessary to make it valid and enforceable or, if that is not possible, deleted, and the remainder of the Contract is unaffected.

20.5 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, except that any Supply Partner that owns Hired Equipment may enforce clauses 4.3, 11.2, 13.2 and the title, risk, loss and damage provisions of Parts B and C.

20.6 Nothing in the Contract creates a partnership, joint venture or agency between the parties, and neither party may bind or commit the other.

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20.7 Neither party will use the other's name, logo or trade marks, or publicise the existence or terms of the Contract, without the other's prior written consent, except as required by law or a regulator. Case studies and references may be agreed separately in writing.

21. Governing law and jurisdiction

21.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, is governed by the law of England and Wales.

21.2 The courts of England and Wales have exclusive jurisdiction to settle any such dispute or claim.

PART B — HIRE OF MOBILE CCTV TOWERS AND PODS

B1. Scope and what the hire includes

B1.1 This Part B applies where the Quotation includes the hire of one or more mobile (including solar-powered) CCTV towers or CCTV pods.

B1.2 Unless the Quotation states otherwise, the hire Charges include: (a) Deployment at, and collection from, the agreed positions at the Site; (b) routine maintenance and the repair of faults not caused by the Customer; (c) mobile data connectivity for the tower; and (d) where the Quotation says so, Monitoring Services and Response Services under Part E.

B1.3 Towers may be owned, deployed, collected and serviced by RAN Vision's approved Supply Partners in accordance with clause 15.

B1.4 In this Part B, "tower" means any mobile or redeployable CCTV unit supplied on hire, including solar-powered CCTV towers, CCTV pods (primary and secondary) and off-pod cameras, together with any sensors, detectors, alarm equipment, doors, screens, locks, key safes, signage and other items supplied with it.

B2. Site preparation and Deployment

B2.1 By the agreed Deployment date the Customer will, at its own cost: (a) provide a firm, level and load-bearing standing area at each agreed position; (b) provide a safe access route suitable for the delivery vehicle; (c) ensure each position has unobstructed exposure to daylight for solar charging and unobstructed fields of view for detection and recording; and (d) tell RAN Vision about any hazard at or near each position, including overhead lines and below-ground services.

B2.2 Tower positions will be agreed with the Customer's representative at Deployment and recorded on the deployment record, which the Customer's representative will be asked to sign.

B2.3 If a Deployment, collection or service visit is aborted because the Site or a position is not ready, or access is not available, RAN Vision may charge an aborted visit charge at the rate in the Quotation or, if none, its reasonable costs of the visit.

B3. Hire Period, Minimum Term and off-hire

B3.1 The Hire Period for each tower runs from Deployment (or any later start date agreed in writing) until the tower is collected.

B3.2 Unless the Quotation states otherwise, the Minimum Term for each tower is 13 weeks from Deployment.

B3.3 The Customer may end the hire of a tower, at any time after the Minimum Term, by giving an Off-Hire Notice of not less than 7 days. Hire Charges continue to accrue until the earlier of: (a) collection; and (b) provided the Customer has made the tower and access available, 5 Business Days after the Off-Hire Notice expires.

B3.4 If the hire of a tower ends before the end of its Minimum Term (other than through RAN Vision's default), the Customer will pay the hire Charges for the unexpired balance of the Minimum Term, less a fair allowance for any costs RAN Vision saves as a result.

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B3.5 The Customer may ask RAN Vision to relocate a tower within the Site. Each relocation is chargeable at the rate in the Quotation or, if none, £150 per move, and is subject to the new position meeting clause B2.1.

B4. Customer obligations during the hire

B4.1 Throughout the Hire Period the Customer will: (a) not move, climb, open, adjust or attach anything to a tower, or allow anyone else to do so; (b) keep each position and its access clear, and maintain the solar exposure and fields of view described in clause B2.1; (c) take reasonable steps to protect each tower from damage by site plant, vehicles and works; (d) not remove a tower from the Site, part with possession of it, lend it, or purport to sell, sub-hire, sublet or charge it, or allow any lien or other encumbrance to arise over it; (e) report any damage, malfunction, loss or theft within 24 hours; and (f) keep the CCTV signage supplied with the tower displayed in accordance with clause 6.4.

B4.2 If a tower is stolen, vandalised or maliciously damaged, the Customer will report it to the police immediately and, within 24 hours, give RAN Vision the crime reference number together with any Footage, photographs and witness details it holds. Making or not making a report does not reduce the Customer's liability under clause B5.

B4.3 At the end of the Hire Period the Customer will make each tower available for collection complete, clean and in the condition it was in at Deployment, fair wear and tear excepted. A tower that is incomplete, damaged or dirty on collection is charged under clause B5.3.

B5. Title, risk, loss and damage

B5.1 Each tower and its associated Equipment remain at all times the property of RAN Vision or its Supply Partner. No title passes to the Customer, and nothing in the Contract gives the Customer any right to the tower other than as bailee for the Hire Period.

B5.2 Risk in each tower passes to the Customer on delivery to the Site and remains with the Customer until collection.

B5.3 The Customer is liable for loss, theft (including theft by persons unknown) or destruction of, and any vandalism or other damage to, a tower or any part of it while risk is with the Customer, beyond fair wear and tear, except to the extent caused by the negligence of RAN Vision, its Supply Partners or their contractors. The Customer will pay on demand: (a) where a tower or any part of it is damaged, or is incomplete or dirty on collection, the "Damaged" charge in the Lost and Damaged Equipment Charges for each item affected or, if RAN Vision's Supply Partner charges RAN Vision less for the repair or cleaning, that lower amount plus 15%; and (b) where a tower or any part of it is lost, stolen, destroyed or damaged beyond economic repair, the "Lost / missing" charge in the Lost and Damaged Equipment Charges for each item affected. For any item not listed in the Lost and Damaged Equipment Charges, the charge is RAN Vision's cost of repair or replacement plus 15%.

B5.4 The Customer's insurance obligations for Hired Equipment are set out in clause 11.2.

B5.5 Hire Charges for a tower that is lost, stolen or destroyed continue at the applicable rate until the Customer has notified the loss under clause B4.2 and paid the applicable Lost and Damaged Equipment Charges in full. Hire Charges for a damaged tower continue while it is being repaired or replaced.

B5.6 RAN Vision may revise the Lost and Damaged Equipment Charges on not less than 30 days' written notice to reflect changes in its Supply Partner's charges. Revised charges apply to loss or damage occurring after it takes effect. The Customer agrees that the Lost and Damaged Equipment Charges are a reasonable estimate of the loss RAN Vision suffers, including the sums charged to it by its Supply Partner and its own handling and administration costs, and that RAN Vision has a legitimate interest in recovering them.

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B6. Service availability and faults

B6.1 RAN Vision will investigate reported faults promptly, using remote diagnostics first, and will use reasonable endeavours to attend a fault it cannot resolve remotely by the end of the next Business Day.

B6.2 Solar-powered towers depend on light levels and weather. During prolonged low-light conditions RAN Vision may exchange batteries or the unit, or agree alternative arrangements with the Customer, and may attend the Site for that purpose.

B6.3 If a tower is out of service for more than 48 continuous hours because of a fault not caused by the Customer, the hire Charges for that tower abate pro rata for the period beyond that threshold. This abatement is the Customer's sole remedy for tower downtime, without prejudice to clause 10.1.

B6.4 A tower is not out of service for the purposes of clause B6.3, and the Charges do not abate, where the downtime results from: (a) loss or interruption of any power supply the Customer is to provide, including a local power cut; (b) obstruction of solar panels, cameras or fields of view; (c) interference by any person at the Site, or damage covered by clause B5.3; or (d) any other cause for which the Customer is responsible. Any visit needed to restore service in those cases is chargeable under clause 4.2.

PART C — HIRE OF TEMPORARY HARD-WIRED CCTV SYSTEMS

C1. Scope and what the hire includes

C1.1 This Part C applies where the Quotation includes the hire of a temporary hard-wired System, typically covering a site compound, welfare units, gates and perimeter for the duration of a project.

C1.2 Unless the Quotation states otherwise, the hire Charges include: (a) design, supply, installation and commissioning of the System; (b) routine maintenance and the repair of faults not caused by the Customer; (c) decommissioning and removal at the end of the Hire Period; and (d) where the Quotation says so, Monitoring Services and Response Services under Part E.

C2. Installation, fixings and changes during the project

C2.1 Before installation the Customer will, at its own cost: (a) obtain any consent needed to fix Equipment to structures, cabins or hoarding at the Site, including any landlord's or third-party consent; (b) provide and maintain any electrical supply specified in the Quotation; and (c) agree cable routes and camera and equipment positions with RAN Vision.

C2.2 The Customer acknowledges that installation requires drilling and fixings to the structures on which Equipment is mounted. On removal, RAN Vision will make good fixing points to a reasonable standard; it is not responsible for redecoration or for invisible reinstatement.

C2.3 If the Customer asks for cameras or other Equipment to be re-sited, added or removed during the Hire Period (for example, as the compound layout changes), RAN Vision will carry out the work as a variation, chargeable at the rates in the Quotation or, if none, on a reasonable time-and-materials basis notified in advance.

C3. Hire Period, Minimum Term and off-hire

C3.1 The Hire Period runs from commissioning of the System until the System is removed.

C3.2 Unless the Quotation states otherwise, the Minimum Term is 12 weeks from commissioning.

C3.3 The Customer may end the hire, at any time after the Minimum Term, by giving an Off-Hire Notice of not less than 7 days. RAN Vision will remove the System within 10 Business Days of the notice expiring, provided access is available, and hire Charges continue to accrue until removal or the end of that period, whichever is earlier.

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C3.4 If the hire ends before the end of the Minimum Term (other than through RAN Vision's default), the Customer will pay the hire Charges for the unexpired balance of the Minimum Term, less a fair allowance for any costs RAN Vision saves as a result.

C4. Customer obligations during the hire

C4.1 Throughout the Hire Period the Customer will: (a) not move, adjust, disconnect or interfere with the System, or allow anyone else to do so; (b) maintain any electrical supply the Customer is to provide; (c) take reasonable steps to protect the System from damage by site plant, vehicles and works; (d) report any damage, malfunction, loss or theft within 24 hours; (e) give RAN Vision access for maintenance and inspection; (f) keep the CCTV signage supplied with the System displayed in accordance with clause 6.4; and (g) not part with possession of, lend, sub-hire or charge any Equipment, or allow any lien or other encumbrance to arise over it.

C5. Title, risk, loss and damage

C5.1 The System and all associated Equipment remain at all times the property of RAN Vision or its Supply Partner. No title passes to the Customer, and fixing Equipment to the Site does not make it part of the land or of any structure.

C5.2 Risk in the Equipment passes to the Customer on its delivery to the Site and remains with the Customer until removal.

C5.3 The Customer is liable for loss, theft or destruction of, and any damage to, the Equipment during the Hire Period beyond fair wear and tear, on the same basis as clauses B4.2, B4.3, B5.3, B5.5 and B5.6 (including the Lost and Damaged Equipment Charges for any item listed in them), and the Customer's insurance obligations in clause 11.2 apply.

PART D — SALE AND INSTALLATION OF PERMANENT CCTV SYSTEMS

D1. Scope and basis of design

D1.1 This Part D applies where the Quotation includes the design, supply and installation of a permanent CCTV System which is sold (not hired) to the Customer.

D1.2 The System will be designed and installed on the basis of the Quotation, any agreed specification, any survey carried out by RAN Vision, and the information provided by the Customer, on the accuracy and completeness of which RAN Vision is entitled to rely.

D2. Customer obligations

D2.1 In addition to clause 4, the Customer will, at its own cost: (a) obtain and maintain every consent needed for the installation and operation of the System, including any planning permission, listed building consent and landlord's consent; (b) provide the electrical supply, containment and network connections specified in the Quotation; and (c) coordinate the interfaces between RAN Vision's work and the work of the Customer's other contractors.

D3. Variations

D3.1 Either party may propose a variation to the System or the installation. RAN Vision will quote for any proposed variation, and neither party is obliged to proceed with a variation until its scope, price and any programme change are agreed in writing. Clause 3.3 (substitution of equivalent Equipment) applies without the need for a variation.

D4. Programme, delay and storage

D4.1 Installation dates are estimates. If installation is delayed by the Customer or its other contractors, RAN Vision may charge waiting time and remobilisation at the rates in the Quotation or, if none, its reasonable rates, and any affected dates are extended accordingly.

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D4.2 If the Customer delays delivery or installation by more than 14 days, RAN Vision may store the Equipment at the Customer's reasonable cost, and risk in stored Equipment passes to the Customer on the date it would otherwise have been delivered.

D5. Completion and acceptance

D5.1 RAN Vision will notify the Customer when the System is installed, commissioned and operationally ready. The System is accepted on the earliest of: (a) the Customer signing a handover certificate; (b) 10 Business Days after RAN Vision's notification, unless within that period the Customer gives written notice of a material defect; and (c) the Customer putting the System into live operational use.

D5.2 Minor defects or snags which do not materially affect the operation of the System do not delay acceptance; RAN Vision will remedy them within a reasonable time. On acceptance, any balance of the Charges becomes due in accordance with clause 5.

D6. Title, risk and retention of title

D6.1 Risk in the Equipment passes to the Customer on delivery to the Site (or, where clause D4.2 applies, on the deemed delivery date).

D6.2 Title to the Equipment passes to the Customer only when RAN Vision has received in full, in cleared funds, all sums due under the Contract. Until then the Customer will: (a) hold the Equipment as bailee for RAN Vision; (b) keep it identifiable as RAN Vision's property and free of any charge, lien or encumbrance; (c) not resell it; and (d) insure it for its full replacement value.

D6.3 Until title passes, and without limiting any other right, RAN Vision may require the Customer to make the Equipment available for collection and, in accordance with clause 13.2, may enter the Site to recover it if any sum due remains unpaid after termination of the Contract.

D7. Warranty

D7.1 RAN Vision warrants that its installation workmanship will be free from material defects for 12 months from acceptance. Where RAN Vision is notified of a workmanship defect within that period, it will remedy the defect within a reasonable time at no charge, which is the Customer's sole remedy for the defect, without prejudice to clause 10.1.

D7.2 Equipment is sold with the benefit of the manufacturer's warranty. RAN Vision will pass on or assign the benefit of that warranty to the Customer so far as it is able, and will give the Customer reasonable assistance in making manufacturer warranty claims.

D7.3 The warranties in this clause D7 do not apply to the extent a defect arises from: (a) misuse, neglect or accidental damage; (b) unauthorised modification, repair or interference; (c) electrical supply, network or environmental conditions outside the Equipment's specification; (d) fair wear and tear; or (e) consumable items.

PART E — MONITORING, KEYHOLDING AND ALARM RESPONSE SERVICES

E1. Scope and how the services are delivered

E1.1 This Part E applies where the Quotation includes Monitoring Services and/or Response Services, whether for a System hired under Part B or Part C or for a System sold under Part D.

E1.2 Monitoring Services are performed on RAN Vision's behalf by an independent alarm receiving centre accredited to the standards applicable to remote monitoring centres (including BS EN 50518), and, where the Quotation states, the monitored System is operated in accordance with BS 8418. Response Services are performed by providers who hold every licence required under the Private Security Industry Act 2001 for the activities they carry out. Clause 15 applies to all of these arrangements.

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E2. Commissioning and soak test

E2.1 Each monitored System is subject to a soak test of 7 days from connection to the monitoring centre, to confirm reliable signalling and detection. Monitoring responsibility is accepted at the end of a satisfactory soak test; RAN Vision will notify the Customer of any adjustments needed and of the date monitoring responsibility begins.

E3. Site instructions and keyholders

E3.1 The Customer will provide, and keep accurate and up to date, the agreed response plan for the Site, including nominated keyholders and their contact details, site access information and any password or duress arrangements. Changes are effective only when confirmed in writing, and RAN Vision and its monitoring centre may rely on the information most recently confirmed.

E3.2 Where the response plan requires keyholder contact, the monitoring centre will attempt to contact up to 2 nominated keyholders, making one attempt for each. Leaving a voicemail or a message with a person answering a nominated number counts as notification of that keyholder.

E4. Event handling, audio challenges and police response

E4.1 When the monitored System signals an activation, a monitoring operator will review the associated Footage and act in accordance with the response plan, which may include issuing a live audio challenge, notifying keyholders, dispatching a response officer where Response Services are included, and notifying the police. The use and wording of audio challenges is at the operator's reasonable discretion.

E4.2 Where a police unique reference number (URN) is in place for the Site, police notification is made in accordance with the applicable police force policy and the National Police Chiefs' Council security systems policy, including alarm filtering requirements, and the Customer authorises that filtering. Where no URN is in place, or police response has been withdrawn, activations are handled through keyholders and any contracted response officer only. RAN Vision has no control over, and no liability for, whether or when the police attend.

E5. Response Services

E5.1 Where the Quotation includes Response Services, the Charges include up to 2 response attendances per calendar month for the Site; further attendances are chargeable at the rate in the Quotation or, if none, £45 per attendance. Unused attendances do not carry over.

E5.2 A response officer will attend as soon as reasonably practicable after dispatch, will carry out an external check of the Site and secure it so far as reasonably possible, will notify keyholders and, where appropriate, the police, and will provide a report of the attendance. Attendance times depend on traffic and conditions and are not guaranteed. Response officers do not detain individuals and do not exercise any power of a police constable.

E6. Event records and Footage

E6.1 A log of activations and actions taken is kept for at least 24 months. Event Footage is retained for 28 days from the event and is then deleted, unless within that period RAN Vision receives a written request to preserve it (in which case it is retained for so long as is necessary for the purpose of the request) or its retention is required by law. Clause 6 applies to all Footage, including the provision of copies.

E7. Failures, suspension and term

E7.1 If RAN Vision or its monitoring centre identifies a failure of the monitored System or its signalling, it will notify the Customer as soon as reasonably practicable. Monitoring of the affected System is suspended while the failure continues, and the Customer will notify RAN Vision in writing when the failure has been rectified so monitoring can resume. Where the failure is of a System hired under Part B or Part C, RAN Vision will repair it in accordance with that Part.

E7.2 For a monitored System hired under Part B or Part C, the Monitoring Services and Response Services run with the Hire Period and end when it ends. For a System sold under Part D, the

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Monitoring Services and Response Services run for a Minimum Term of 12 months and then continue until either party gives not less than 3 months' written notice, and clause 5.7 applies to Charge reviews.

E8. False alarms and third-party charges

E8.1 An activation is "Customer-caused" where it results from the acts or omissions of the Customer's staff, contractors or visitors, including working on Site outside the times notified for monitoring, failing to set or unset a System, failing to secure the Site, or failing to keep the response plan and keyholder details up to date. Response attendances for Customer-caused activations count towards the attendances included under clause E5.1 and, once those are used, are chargeable in addition.

E8.2 The Customer will pay, and indemnify RAN Vision against, any call-out charges, administrative charges or penalties, and any police, fire or other third-party response fees, incurred as a result of Customer-caused activations.

E8.3 If police response for the Site is reduced or withdrawn because of false alarms, clause E4.2 applies and the Charges are unaffected.

PART F — MAINTENANCE SERVICES

F1. Maintenance during hire

F1.1 Routine maintenance, and the repair of faults not caused by the Customer, are included in the hire Charges for Systems hired under Part B or Part C, and this Part F does not apply to them except as expressly stated.

F2. Maintenance plans for purchased Systems

F2.1 Where the Quotation includes a maintenance plan for a System sold under Part D, RAN Vision will provide the plan described in the Quotation, being either: (a) a comprehensive plan, under which parts and labour for the repair of covered faults are included; or (b) a standard plan, under which faults are diagnosed and repaired at the preferential labour rates in the Quotation with parts charged in addition. Each plan includes 1 preventative maintenance visit per year unless the Quotation states otherwise, together with remote technical support during Working Hours.

F2.2 RAN Vision will use reasonable endeavours to respond to reported faults under a maintenance plan by the end of the next Business Day.

F3. Term of maintenance plans

F3.1 Each maintenance plan runs for an initial term of 12 months from its start date and then continues for successive 12-month periods, unless either party gives not less than 3 months' written notice to expire at the end of the then-current period. Clause 5.7 applies to Charge reviews on renewal.

F4. Exclusions and additional charges

F4.1 Maintenance plans do not cover work arising from: (a) electrical supply, network or environmental conditions outside the Equipment's specification; (b) misuse, neglect, accidental damage, theft or vandalism; (c) modification, repair or interference by anyone other than RAN Vision or a person it authorises; (d) works carried out at the Site by others; (e) cosmetic damage and fair wear and tear; or (f) consumable items. Work excluded from a plan, and attendance outside Working Hours, are chargeable at the rates in the Quotation or, if none, on a reasonable time-and-materials basis notified in advance.

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