

AVS CUSTOMER APPLICATION FORM

V1 2023



Customer Name:	Contact Name:
Registered Address:	Delivery Address:
Sales Email:	Accounts Email:
Phone Number:	Phone Number:

Ltd Company? Y / N	Company Director:
Company Reg:	Home Address:
VAT Number:	
Years Trading:	
Credit Value Required:	Mobile Number:

Reference 1:	Reference 2:
Company:	Company:
Address:	Address:
Contact name:	Contact name:
Email Address:	Email Address:
Phone Number:	Phone Number:

- I agree to email copies of Invoices, Credit Notes and Statements
- I agree to receiving marketing emails from AVS
- I agree to AVS Terms and Conditions

Print Name:	Signature:
Position:	Date:

FOR INTERNAL USE ONLY

Date Received:	Accepted:
Account Number:	Customer Notified:



RETENTION OF TITLE AGREEMENT

The Goods will be at the Buyers risk as from delivery.

When delivery has been made the Title of the Goods will not pass from Audio Visual Security Ltd until:

The Buyer has paid full price and No other sums shall be due from the Buyer to Audio Visual Security Ltd.

Until the Title of the Goods passes to the Buyer, the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for Audio Visual Security Ltd. The Buyer shall store the Goods (at no cost to Audio Visual Security Ltd) separately from all other Goods in its possession and marked in such a way that they are clearly identified as belonging to Audio Visual Security Ltd.

Audio Visual Security Ltd shall be entitled to recover the price plus VAT notwithstanding that the Title of the Goods has not passed from Audio Visual Security Ltd.

Until such time as the Title of the Goods passes from Audio Visual Security Ltd the Buyer shall upon request deliver up to Audio Visual Security Ltd such of the Goods as have not either: (a) ceased to be in existence or (b) been re-sold. If the Buyer fails to do so, Audio Visual Security Ltd may enter upon any premises owned, occupied or controlled by the Buyer where the Goods are situated and repossess the Goods.

The Buyer will insure and keep the Goods insured to the full value against all risks to the satisfaction Audio Visual Security Ltd until the date that the Title of the Goods passes from Audio Visual Security Ltd and shall whenever requested by Audio Visual Security Ltd produce a copy of a valid insurance policy.

If the Buyer re-sells any of the Goods before the Title of the Goods has passed to the Buyer it shall do as principal and not as agent for Audio Visual Security Ltd.

If any distress or execution shall be levied upon any of the Buyers Goods or if the Buyer offers to make any arrangements with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer, or the Buyer is unable to pay its debts as they fall due, or if being a limited company any resolution or petition to wind-up the Buyer (other than for the purpose of amalgamation, or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Buyers business or assets or if the Buyer shall suffer any analogues proceedings under foreign law all sums outstanding in respect of the Goods shall become payable immediately.

I have read and fully understood the Retention of Title Agreement.

Authorised Signature: _____ Date: _____

Please print name: _____ Position: _____

Terms & Conditions
Audio Visual Security Ltd

1 DEFINITIONS

- 1.1 The Buyer means any party to whom goods are invoiced who is NOT a Consumer.
- 1.2 The Contract means any contract between the parties for the sale of goods by the Seller to the Buyer.
- 1.3 The Contract Price means the price in effect at the time of dispatch of the goods from the Sellers warehouse unless otherwise stated.
- 1.4 Goods means any goods ordered by the Buyer and supplied by the Seller pursuant to the Contract.
- 1.5 The Seller means Audio Visual Security Limited.
- 1.6 A Consumer means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession (Regulation 4, Consumer Contracts Regulations)

2 TERMS AND CONDITIONS

- 2.1 These are the only conditions upon which the Seller is prepared to deal with the Buyer, and they shall govern the Contract to the entire exclusion of any other express or implied terms ALWAYS PROVIDED that nothing contained herein shall operate so as to affect the Buyers or Consumers statutory rights.
- 2.2 In the case of these terms dealing with a Consumer then the Consumer Contract Regulations 2013 apply.
- 2.3 These conditions represent the entire understanding between the parties and supersede any prior arrangements, representations, undertakings, agreements or implications.

3 PRICES

The price charged is the price as per the Seller's current published trade price list, less any agreed discount (depending on which price band you have attained), unless otherwise agreed or unless the Seller has amended the price given to cover any variation in the cost to the Seller. Prices are subject to change without notice. The Seller reserves the right to amend the prices given (and which price band you are allocated) at any time to cover any variation in cost which takes place after that time.

4 PAYMENT

- 4.1 Goods for Delivery in the UK-
- 4.1.1 Initial accounts will be on a pro-forma basis. Subject to status and unless otherwise agreed the prices quoted are strictly net 30 days from the date of invoice, and are exclusive of VAT. Unless otherwise agreed in writing payments shall be made in Sterling to ;

Account Name: Audio Visual Security Ltd
 Sort Code: 20-10-71
 Account Number: 23086828
 Banks Name: Barclays Bank
 IBAN International Bank Account Number: GB03 0608 20170 23086828
 SWIFT BIC Bank Identifier Code: BJUKG522
 Company VAT Number: 289339252
 Company Registration Number: 11132621

4.2 Goods for Delivery Elsewhere than in the UK-

We DO NOT export items to other countries than the UK and Ireland on behalf of the buyer.

4.3 All Territories

- 4.3.1 Any liability on the part of the Seller is subject to the above terms of payment and all other of the Buyer's obligations under the Contract being strictly observed;
- 4.3.2 The Seller reserves the right to deliver any one or more consignments, each consignment to be paid for in accordance with the above terms, and in the event of payment being overdue for any one consignment the Seller shall be at liberty to suspend all future deliveries without liability, pending satisfactory settlement being reached;
- 4.3.3 If the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 5% per annum above the base rate of the Bank of England from time to time. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.
- 4.3.4 In the event of receivership or liquidation, or where no valid reason is given for non- payment of invoices, the Directors or the Proprietors of the company or business shall become personally liable to settle all outstanding debts properly due to Audio Visual Security Ltd.
- 4.4 If a payment is made without a reconcilable remittance advice then the Seller has the right to allocate the payment against the oldest invoices on the account. A statement of account is sent by the Seller to the Buyer every month with the details of all outstanding invoices. Should a statement for the preceding month not be received by the Buyer by the 10th working day of the month following then the Buyer must notify the Seller of non-receipt. If any invoice is to be challenged or queried notwithstanding any other clause in the terms and conditions regarding time limits for notification of non-delivery, shortage or damaged goods, then it must be done within 40 days of the said invoice date.

Withholding of Payment and Set off

- 4.5 The Buyer shall not be entitled to withhold payment of any amount payable under the Contract to the Seller because of any disputed claim of the Buyer in respect of defective goods or any other alleged breach of the contract by the Seller nor shall the Buyer be entitled to set off against any amount payable under the contract if the Seller any sums that are not then due and payable by the Seller or in respect of which the Seller disputes liability
- The Buyer shall not be entitled to withhold payment of the full amount due when they dispute only part of an account.

5 DISPATCH

- 5.1 Dates for dispatch shipping or delivery are approximate only and will date from the Seller's written acceptance of the Buyer's order. The Seller will use its best endeavours to ensure that such dates are met but shall not be responsible for any direct or indirect losses which may arise from failure to dispatch or deliver within the time stated. The Seller shall not be responsible for failure to deliver or delays in delivery occasioned by causes beyond its control, including without limitation strikes, lockouts, or other disturbances, inability to obtain materials, supplier's failure to deliver, breakdowns delays of carriers or suppliers, governmental acts and regulations, acts of public enemies, wars, blockades, insurrections, riots, epidemics, floods, bad weather, washouts and explosions.
- 5.2 Should dispatch be delayed by any cause whatsoever, a reasonable extension of time shall be granted, and until such extension has expired the Contract shall not be capable of cancellation by reason only of such delay.
- 5.3 Where Goods are delivered on instalments under this contract each instalment shall be deemed to be sold under a separate contract and any failure on the part of the Seller for the delivering of a particular instalment shall not entitle the Buyer to repudiate the contract with regard to any instalments remaining deliverable or to refuse or to withhold payment for any of the Goods delivered.
- 5.4 Whilst the seller will endeavour to efficiently process, package and dispatch any cleared account orders placed before 2pm on a working day, the Seller will not be liable for delays in dispatch and delivery timescales.

6 DELIVERY

- 6.1 Time shall not be of the essence unless so agreed in writing. Delivery dates and times given by the Seller are estimates and the Seller will take all reasonable steps to comply with them but shall not be liable for failure to do so.
- 6.2 If no time for delivery is specified the Buyer shall be bound to accept the Goods when they are ready for delivery and the Seller shall be entitled to invoice the Buyer whether delivery is accepted or not. If delivery is not accepted, then the Seller shall be entitled to store the Goods and charge the reasonable costs thereof to the Buyer together with any other cost incurred including additional carriage. If within 1 month after the invoice date the price or part thereof remains unpaid the Seller shall be entitled to sell the Goods to a third party at such price as the Seller shall deem reasonable and any loss shall be a debt payable by the Buyer.
- 6.3 In respect of Goods delivered within the UK the Contract Price includes delivery to the premises stipulated by the Buyer unless otherwise agreed (subject to paragraph 10 below).
- 6.4 In the case of Goods to be delivered elsewhere than in the UK the Seller will deliver in accordance with the Buyer's instructions and at its expense. The Buyer will pay all charges including cost of insurance of the Goods in transit, shipping, storage, freight and handling charges, local taxes, custom duties and insurance etc Works, unless otherwise stated by the Seller. If the Seller enters into any contract of carriage or insurance, it does so as the Buyer's agent and at the Buyer's expense. The Buyer's order shall be deemed to include an irrevocable authority for the Seller to enter into any such contract of carriage or insurance as may be necessary and the Buyer will forthwith reimburse the Seller in respect of any and all expenses and charges thereby incurred.
- 6.5 In the case of Goods for delivery in the UK, the risk in the Goods shall pass to the Buyer from the date of delivery to the premises to which the Goods are required to be delivered or collection by the Buyer from the Seller's premises. In the case of Goods for delivery elsewhere than in the UK, the risk in the Goods shall pass to the Buyer at the moment of despatch from the Seller's premises. Where the Buyer fails to accept delivery pursuant to Clause 6.2 hereof and the Goods are stored by the Seller the risk shall pass to the Buyer from the invoice date and shall remain with the Buyer until sale or disposal.
- 6.6.1 If the Buyer enters into a Deed of Arrangement or makes any composition with Creditors or if a Receiver Order is made against him or if being a Company an Order for Winding Up is made or a Resolution for winding up is passed or if a Receiver is appointed or if the Buyer becomes otherwise unable or unwilling to meet his or its obligations in the ordinary course of business the Seller may stop any Goods in transit and suspend further deliveries and shall be entitled to treat the Contract as at an end owing to the default of the Buyer such default giving rise to judgement;
- 6.6.2 Nothing in the preceding clause shall prejudice any other rights of the Seller;
- 6.6.3 Should default be made by the Buyer in paying any sum due under any Order as when it becomes due the Seller shall have the right to either suspend all further deliveries until the default be made good or at the discretion of the Seller and notwithstanding that the Seller may have exercised the right to suspend delivery to cancel the order so far as any further Goods remain to be delivered

7 RESERVATION OF TITLE

- 7.1 Notwithstanding delivery and the passing of risk, property in and title to the Goods shall remain with the Seller until the Seller has received payment of the full price of (i) all Goods and/or Services the subject of the Contract and (ii) all other goods and/or services supplied by the Seller to the Buyer under any other Contract whatsoever.
- 7.2 Until property in and title to the Goods passes to the Buyer, the Buyer shall be entitled to deal with the Goods in the ordinary course of its business provided that if the Goods are altered or any goods become attached to the Goods or if any part of the Goods is replaced such alteration attachment or replacement shall not affect the Seller's property in and title to the Goods. Further, the Buyer will keep the Goods properly stored, protected, insured and separate from all or any other Goods whether belonging to the Seller and the Buyer or any other third party and will not remove, alter, modify, or deface the Goods and/or any identification mark placed on the Goods and/or their packaging.
- 7.3 The Buyer's right to possession and power to deal with the Goods shall terminate immediately if any of the circumstances set out in Condition 7.6, 7.7, 7.8, and 7.9 occur or amounts due to the Seller are not paid by their due date. In such circumstances the Buyer shall place the Goods at the disposal of the Seller and the Buyer grants to the Seller an irrevocable licence to enter at any time any premises owned or occupied by the Buyer or in the Buyer's possession for the purpose of repossessing and removing any Goods the ownership of which has remained vested in the Seller. The Seller shall not be responsible for and the Buyer will indemnify the Seller against liability for any damage occurring during such repossession and removal where such damage could not reasonably have been avoided.
- 7.4 The Seller will be entitled to recover payment for the Goods notwithstanding that property in and title to the Goods has not passed from the Seller.
- 7.5 Where the Seller is unable to determine whether any goods are the Goods in respect of which the Buyer's right to possession and power to deal has terminated, the Buyer will be deemed to have sold all Goods of the kind sold by the Seller in the order in which they were invoiced to the Buyer.
- 7.6 The Seller may immediately terminate the Contract forthwith or suspend future deliveries if the Buyer passes a resolution or presents a petition for winding-up, bankruptcy or for the appointment of an administrator, the appointment of a receiver and/or manager or administrative receiver over the whole or any part of its undertaking and assets, makes a proposal for a voluntary arrangement within the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with or the calling of any meeting of its creditors generally (otherwise in furtherance of a scheme for amalgamation or reconstruction); the levying of execution or distress on any of its assets; the failure to pay its proper debts as and when due and anything analogous to any of the foregoing under the law of the jurisdiction where the Buyer is established.
- 7.7 Without prejudice to any other rights or remedies under the Contract the Seller may at its option forthwith on written notice suspend deliveries or terminate the Contract wholly or in part and any other contract with the Buyer in the event that the Buyer does not make any payments by the date on which they become due under the Contract or any other contract between the Buyer and the Seller and/or if the Buyer commits any breach of any contract (including without limitation the Contract) with the Seller.
- 7.8 If the Buyer terminates the Contract for reasons other than those provided for in Condition (7.6) which affect the Seller or due to a material breach entitling the Seller to terminate the Contract the Buyer shall be liable to the Seller for any costs or charges incurred by the Seller by reason of such termination together with all costs incurred by the Seller up to the date thereof and any difference between the price set out overleaf and the price at which the Seller is able to sell the Goods elsewhere and the Seller shall have a general lien for any such sum on all and any property of the Buyer in its possession including, but not limited to, any dies.
- 7.9 In the event of a suspension of deliveries or performance the Seller shall be entitled as a condition of resuming performance, to require pre-payment, or such security as it may deem appropriate.

NOTICE OF NON-DELIVERY, SHORTAGE OR DAMAGED GOODS

- 7.10 The Seller must be notified of any shortage of or damage to Goods within 3 working days via email of delivery or collection and such notification shall be confirmed in writing within 7 working days of delivery or collection. No responsibility whatsoever for such shortages or damage will be accepted by the Seller in the event of failure by the Buyer to notify the Seller of the same within the said period and if no such notifications is given the Buyer shall be deemed to have accepted the Goods. Goods damaged in transit should not be accepted from the carrier and no credit will be given for or replacements made of Goods accepted from the carrier in a damaged condition. If Goods are rejected the Seller shall be entitled to inspect and/or test the same where the Goods, then are or at such other place as the Seller shall require. The risk in the Goods so rejected shall remain with the Buyer until the Seller takes possession thereof.

8 LIMITATION OF LIABILITY

- 8.1 Except where there is an absolute prohibition against exclusion or restriction of liability the Seller shall not be under any liability whatsoever or howsoever arising in respect of or in connection with:
- 8.1.1 any defect in the Goods which should reasonably have been discovered upon examining or testing prior to acceptance;
- 8.1.2 any claim under this Contract to the extent that it relates to loss or damage which is not directly and immediately consequent upon the matters complained of;
- 8.1.3 any such claim whatsoever to the extent that the total amount thereof exceeds more than one and a half times the total price of the Goods complained of;
- 8.1.4 any claim made that the Goods do not comply with any Regulations Act of Parliament or other similar legislation and it shall be the Buyer's responsibility to ensure that the Goods comply with any regulations required for the purpose for which the Buyer intends to use them.
- 8.2 The buyer will indemnify and hold harmless the Seller against any losses, liabilities, costs or actions suffered or incurred as a consequence of any third party claiming that goods supplied, or work undertaken by the Seller is illegal, in breach of any intellectual property rights or other right which such third party may have.
- 8.3 Nothing in these Conditions shall limit or exclude the liability of the Seller for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
- 8.4 Subject to clause 9.3:
- (a) the Seller shall under no circumstances whatever be liable to the Buyer, 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

9 MINIMUM ORDER

The Seller will not be obliged to accept an order for Goods to a value of less than £100 pre-VAT. In the event that the Seller does agree to accept an order for goods to a value of less than £100 pre-VAT then that order will be subject to a handling and carriage charge of a minimum of £10.00 pre-VAT, in addition to the Contract Price. Goods that are available from stock are despatched the same or next working day after receipt of order as long as the account is not overdue in which circumstances the order will be placed on hold until the account is satisfactorily cleared.

The standard delivery charge for items under 20KG and of a small to medium physical cubic volume in size sent direct to all our clients' account address' or 'own warehouse' will be £15 plus VAT, however this can be either 24 or 48 hour delivery time depending on size / weight / Volume of the shipment to England, Scotland and Wales, (excluding Northern Ireland / Southern Ireland) The delivery time scale is NOT a guaranteed service and maybe on occasion longer than 24 or 48 hours.

Drop ship delivery charges direct to third parties will be charged at £25 plus VAT regardless of the order value, this can also be 24 or 48-hour delivery time depending on size / weight / Volume of the shipment to England, Scotland and Wales, (excluding Northern Ireland / Southern Ireland / Scottish highlands/channel islands (non mainland destinations). The delivery time scale is NOT a guaranteed service and maybe on occasion longer than 24 or 48 hours.

All Larger items for example larger moving heads, video screen, subwoofers or cases will be sent via Pallet delivery this is a Non-Guaranteed 48 hour delivery service to ensure the safe transit and condition of the goods, a minimum Charge of £25 plus VAT will be charged. Where the cost of pallet delivery is more the Seller will contact the Buyer to inform them of the carriage costs.

All delivery charges for Northern Ireland and Southern Ireland, Scottish Highlands and all other non-mainland UK destinations will be charged at minimum of £25 plus VAT and drop ship delivery charges and pallet charges are available upon request.

We DO NOT export items to other countries than the UK and Ireland on behalf of the buyer.

The company shall not be liable to compensate the customer or any third party for claims occasioned by delays in completing the order or delays in transit. Unless otherwise requested part, orders will be despatched with the balance to follow as soon as in stock although the company will liaise with the customer in this respect. A delivery note is sent with the goods and the invoice is sent separately by post or email. The values for minimum order and carriage charge may vary from time to time.

10 VARIATION

- 10.1 No variation in the contract shall take place unless notified to a Director of the Seller in writing and accepted by the Director of the Seller in writing. No person (whether an employee, agent or representative of the Seller or otherwise) has any authority on the Seller's behalf to make orally any addition to or qualification or variation of the Contract or of these conditions.
- 10.2 Where a delivery schedule has been agreed the schedule shall be deemed to be firm for a maximum period of 180 days and is not under any circumstances to be subject to variation by the Buyer in less than that period. Any other variation of the delivery schedule must be agreed in accordance with this condition and unless so agreed shall be of no effect.



AUDIO | VISUAL | SECURITY

11 SUPPLY OF GOODS CANCELLATION OF ORDERS AND RETURNS

11.1 Orders may be cancelled, or Goods returned only with the prior written consent of the Seller and subject to any terms set down by the Seller (including a 25% charge for cancellations orders).

11.2 Buyers MUST follow proper returns procedures. The Seller will accept no responsibility if correct procedure is not followed and delays occur.

Advance replacement of parts is NOT a normal procedure, only on the return and inspection of the part will the correct course of action be implemented this may take anything up to 14 working days to process. Certain items may be repaired, replaced or credited in full at the discretion of the Seller.

All returns must be authorised by contacting the seller via email to sales@audiovisualsecurity.co.uk and providing the following information: Date of purchase, model number, serial number, fault or issue. The seller service department will then process the case. If the goods are authorised for return a returns number will be issued. Goods returned without an authorised returns number will be refused. All authorised returns are to be sent at the Buyer's expense to the Seller at Audio Visual Security Ltd, Unit 6 Adlington South Business Park, Hayton Road, Adlington PR7 4JR, United Kingdom in a sealed carton accompanied by an accurate return note and the authorised returns number.

The return note must specify the returns number, the fault and the invoice number, the price paid and the date. Faulty out of the box products will normally be replaced if returned within a period of 14 days after purchase; however, this is at the company's sole discretion.

Goods will not be replaced in any event if they are not returned in the original product packaging with both the goods and the packaging being unmarked and in new condition and completed with all internal packaging, components, accessories and manuals.

In the event of customer/user damage or misuse the goods will not be repaired or replaced under warranty. Faulty goods returned beyond the 14-day period will normally be repaired under warranty and returned to the customer. In this case, the seller and/or the manufacturer may levy charges to the customer to cover inspection whether a chargeable repair is carried out or not and in the event of 'no fault found'.

Under some circumstances the warranty period will start from the date that the customer has sold the goods to the end user. In this situation, the company will require a copy of the customer's sales invoice to the end-user detailing the product and serial number. The decision is solely at the seller's discretion. Goods must be returned to the company via the customer, not from the end user.

11.3 In respect of any Goods supplied by the Seller but manufactured by third parties, the benefit of any warranties or guarantees given to the Seller by such manufacturers or suppliers will wherever practicable be passed to the Buyer subject to the conditions upon which they were given.

11.4 All returned items must be packaged carefully and adequately to ensure that not only the product itself arrives undamaged but also any of the original packaging is returned undamaged. In the event of the product or the packaging being returned in a damaged condition the return will be refused and dismissed.

12 GENERAL

12.1 The Seller does not warrant that the Goods conform with any Regulations in the United Kingdom or elsewhere, and the Buyer shall be responsible for ensuring the suitability of the Goods for the purpose or purposes for which he/she intends to use them. The Buyer shall not directly sell or send Goods to any non-UK destination without the express consent in writing of the Seller.

12.2 Dimensions and other physical characteristics are subject to normal commercial tolerances, and the Buyer shall be responsible for ensuring the fitness of the Goods for the Buyer's application.

12.3 The Seller reserves the right to discontinue or alter the Goods without prior notice to the Buyer, and all orders are accepted subject to availability.

12.4 In the event that the Buyer intends to supply the goods to any person the Buyer shall ensure that all warnings, labels, instructions, manuals and any other information in respect of the Goods which are supplied with the Goods are not lost or damaged whilst the Goods are in the Buyer's possession or under the Buyer's control and that they are supplied with the Goods when they are released from the Buyer's possession or control.

12.5 The goods are subject to any patent, trade mark, registered design, copyright, or other right of any person.

12.6 Unless otherwise confirmed, nothing in any catalogue is to be taken as a representation of the source of original, manufacture or production of the Goods or any part thereof.

12.7 Third party rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.

13 WAIVER

Any waiver by the Seller of any breach of these conditions shall not be construed as a waiver of any other existing or future breach.

14 ARBITRATION

If at any time any question, dispute or difference whatsoever shall arise between the Seller and the Buyer, upon, in relation to or in connection with the Contract, either party may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to arbitration in England by a person to be mutually agreed upon, or failing agreement by some person appointed by the President for the time being of the Law Society. The submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof.

15 NOTICES

Any notice required to be given hereunder shall be in writing and sent by pre-paid recovered delivery or by email and shall be deemed effective if sent by post at the expiration of 72 hours after the same was posted whether received or if sent by email, 24 hours after dispatch.

16 LEGAL CONSTRUCTION

The Contract shall in all respects to be construed and operate as a contract governed by English law and unless otherwise agreed in writing is subject to jurisdiction of the English Courts.

17 Data protection Act 1998

The Seller will make a search with a credit reference agency for the purpose of all account applications and will keep a record of that search on your customer file. This information will be shared with other business for the purpose of credit references. We may also make enquiries about the principal directors with a credit reference agency. We will monitor and record information relating to your credit performance and such records will be made available to other organisations to assess applications for credit.

17.1 GDPR

The EU General Data Protection Regulation ("GDPR") comes into force across the European Union on 25th May 2018 and brings with it the most significant changes to data protection law in two decades. Based on privacy by design and taking a risk-based approach, the GDPR has been designed to meet the requirements of the digital age.

The 21st Century brings with it broader use of technology, new definitions of what constitutes personal data, and a vast increase in cross-border processing. The new Regulation aims to standardise data protection laws and processing across the EU, affording individuals stronger, more consistent rights to access and control their personal information.

Our Commitment

Audio Visual Security LTD are committed to ensuring the security and protection of the personal information that we process, and to provide a compliant and consistent approach to data protection. We have always had a robust and effective data protection program in place which complies with existing law and abides by the data protection principles. However, we recognise our obligations in updating and expanding this program to meet the demands of the GDPR and the UK's Data Protection Bill.

Audio Visual Security LTD are dedicated to safeguarding the personal information under our remit and in developing a data protection regime that is effective, fit for purpose and demonstrates an understanding of, and appreciation for the new Regulation. Our preparation and objectives for GDPR compliance have been summarised in this statement and include the development and implementation of new data protection roles, policies, procedures, controls and measures to ensure maximum and ongoing compliance.

How We are Preparing for the GDPR

Audio Visual Security LTD already have a consistent level of data protection and security across our organisation, however it is our aim to be fully compliant with the GDPR by 25th May 2018. Our preparation includes -

- Information Audit - carrying out a company-wide information audit to identify and assess what personal information we hold, where it comes from, how and why it is processed and if and to whom it is disclosed.

- Policies & Procedures - revising data protection policies and procedures to meet the requirements and standards of the GDPR and any relevant data protection laws, including the new Regulation.
- Data Protection - our main policy and procedure document for data protection has been overhauled to meet the standards and requirements of the GDPR. Accountability and governance measures are in place to ensure that we understand and adequately disseminate and evidence our obligations and responsibilities, with a dedicated focus on privacy by design and the rights of individuals.

- Data Retention & Erasure - we have updated our retention policy and schedule to ensure that we meet the 'data minimisation' and 'storage limitation' principles and that personal information is stored, archived and destroyed compliantly and ethically. We have dedicated erasure procedures in place to meet the new 'Right to Erasure' obligation and are aware of when this and other data subject's rights apply; along with any exemptions, response timeframes and notification responsibilities.

- Data Breaches - our breach procedures ensure that we have safeguards and measures in place to identify, assess, investigate and report any personal data breach at the earliest possible time. Our procedures are robust and have been disseminated to all employees, making them aware of the reporting lines and steps to follow.

- International Data Transfers & Third-Party Disclosures - where Audio Visual Security LTD stores or transfers personal information outside the EU, we have robust procedures and safeguarding measures in place to secure, encrypt and maintain the integrity of the data. Our procedures include a continual review of the countries with sufficient adequacy decisions, as well as provisions for binding corporate rules; standard data protection clauses or approved codes of conduct for those countries without. We carry out strict due diligence checks with all recipients of personal data to assess and verify that they have appropriate safeguards in place to protect the information, ensure enforceable data subject rights and have effective legal remedies for data subjects where applicable.

- Subject Access Request (SAR) - we have revised our SAR procedures to accommodate the revised 30-day timeframe for providing the requested information and for making this provision free of charge. Our new procedures detail how to verify the data subject, what steps to take for processing an access request, what exemptions apply and a suite of response templates to ensure that communications with data subjects are compliant, consistent and adequate.

- Legal Basis for Processing - we are reviewing all processing activities to identify the legal basis for processing and ensuring that each basis is appropriate for the activity it relates to. Where applicable, we also maintain records of our processing activities, ensuring that our obligations under Article 30 of the GDPR and Schedule 1 of the Data Protection Bill are met.

- Privacy Notice/Policy - we have revised our Privacy Notice(s) to comply with the GDPR, ensuring that all individuals whose personal information we process have been informed of why we need it, how it is used, what their rights are, who the information is disclosed to and what safeguarding measures are in place to protect their information.

- Obtaining Consent - we have revised our consent mechanisms for obtaining personal data, ensuring that individuals understand what they are providing, why and how we use it and giving clear, defined ways to consent to us processing their information. We have developed stringent processes for recording consent, making sure that we can evidence an affirmative opt-in, along with time and date records; and an easy to see and access way to withdraw consent at any time.

- Direct Marketing - we have revised the wording and processes for direct marketing, including clear opt-in mechanisms for marketing subscriptions; a clear notice and method for opting out and providing unsubscribe features on all subsequent marketing materials.

- Data Protection Impact Assessments (DPIA) - where we process personal information that is considered high risk, involves large scale processing or includes special category/criminal conviction data; we have developed stringent procedures and assessment templates for carrying out impact assessments that comply fully with the GDPR's Article 35 requirements. We have implemented documentation processes that record each assessment, allow us to rate the risk posed by the processing activity and implement mitigating measures to reduce the risk posed to the data subject(s).

- Processor Agreements - where we use any third-party to process personal information on our behalf (i.e. Payroll, Recruitment, Hosting etc), we have drafted compliant Processor Agreements and due diligence procedures for ensuring that they (as well as we), meet and understand their/our GDPR obligations. These measures include initial and ongoing reviews of the service provided, the necessity of the processing activity, the technical and organisational measures in place and compliance with the GDPR.

- Special Categories Data - where we obtain and process any special category information, we do so in complete compliance with the Article 9 requirements and have high-level encryptions and protections on all such data. Special category data is only processed where necessary and is only processed where we have first identified the appropriate Article 9(2) basis or the Data Protection Bill Schedule 1 condition. Where we rely on consent for processing, this is explicit and is verified by a signature, with the right to modify or remove consent being clearly signposted.

Data Subject Rights

In addition to the policies and procedures mentioned above that ensure individuals can enforce their data protection rights, we provide easy access information via the head office of an individual's right to access any personal information that Audio Visual Security LTD processes about them and to request information about:-

- What personal data we hold about them
- The purposes of the processing
- The categories of personal data concerned
- The recipients to whom the personal data has/will be disclosed
- How long we intend to store your personal data for
- If we did not collect the data directly from them, information about the source
- The right to have incomplete or inaccurate data about them corrected or completed and the process for requesting this
- The right to request erasure of personal data (where applicable) or to restrict processing in accordance with data protection laws, as well as to object to any direct marketing from us and to be informed about any automated decision-making that we use
- The right to lodge a complaint or seek judicial remedy and who to contact in such instances

Information Security & Technical and Organisational Measures

Audio Visual Security LTD takes the privacy and security of individuals and their personal information very seriously and take every reasonable measure and precaution to protect and secure the personal data that we process. We have robust information security policies and procedures in place to protect personal information from unauthorised access, alteration, disclosure or destruction and have several layers of security measures.

GDPR Roles and Employees

Audio Visual Security LTD have designated Mr Kristian Dawber as our Data Protection Officer (DPO)/Appointed Person and have appointed a data privacy team to develop and implement our roadmap for complying with the new data protection Regulation. The team are responsible for promoting awareness of the GDPR across the organisation, assessing our GDPR readiness, identifying any gap areas and implementing the new policies, procedures and measures.

Audio Visual Security LTD understands that continuous employee awareness and understanding is vital to the continued compliance of the GDPR and have involved our employees in our preparation plans. We have implemented an employee training program specific to the which will be provided to all employees prior to May 25th, 2018, and forms part of our induction and annual training program.

If you have any questions about our preparation for the GDPR, please contact our Data Protection Officer (DPO) via sales@audiovisualsecurity.co.uk

18 FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

19 SEVERENCE

19.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

19.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.