

## Terms and Conditions for Scotsmart Limited

### 1. Acceptance of Terms and Conditions

These terms and conditions govern the provision of security systems and IT consultancy services provided by Scotsmart limited (“the Company”), registered in Scotland under company number SC679217. By accepting a quote or instructing the Company to commence work, you (“the Client”) agrees to be bound by the following terms and conditions. It is the Client’s responsibility to read and understand these terms before proceeding.

### 2. Services

The Company shall provide comprehensive security systems installation, maintenance, and IT consultancy services (“the Services”), tailored to the specific needs and requirements of the Client as agreed upon in writing.

The Services may include, but are not limited to, the design, installation, configuration, testing, and ongoing maintenance of physical security systems such as access control systems, CCTV surveillance systems, alarm systems, and perimeter security solutions. Additionally, the Company shall provide expert IT consultancy services encompassing network infrastructure design, implementation, optimisation, cybersecurity assessments, data protection strategies, and IT risk management consultancy.

The scope and specifications of the Services shall be detailed in the written agreement between the Company and the Client, outlining project milestones, deliverables, timelines, and any other pertinent terms necessary for the successful completion of the project.

The Company shall adhere to industry best practices, standards, and regulatory requirements in the provision of the Services, leveraging its expertise and technical proficiency to deliver high-quality solutions that meet the Client’s objectives and expectations.



### **3. Payment Terms**

Payment for the Services shall be made promptly and in accordance with the agreed-upon fees and schedule outlined in the written agreement between the Company and the Client. The Client shall remit payment for the Services within the timeframe specified in the invoice or as otherwise agreed upon in writing. Any deviation from the agreed-upon payment terms must be mutually agreed upon in writing by both parties.

Late payments, defined as payments not received by the Company by the due date specified in the invoice or agreed-upon schedule, may incur interest charges as detailed in section 8 of these terms and conditions. The Client shall be responsible for paying interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment, and shall be payable together with the overdue amount.

In the event of late payment, the Company reserves the right to suspend the provision of Services until all outstanding invoices, including accrued interest, are settled in full. Furthermore, the Company reserves the right to pursue legal remedies for the recovery of any outstanding debts, including but not limited to debt collection proceedings and legal action, at the Client's expense.

It is the Client's responsibility to ensure that all payments are made on time and in accordance with the agreed-upon terms. Any disputes regarding invoiced amounts or payment terms must be raised promptly and resolved in good faith between the parties to avoid delays in payment and potential disruption to the provision of Services.



#### 4. Client Obligations

**Cooperation:** The Client shall cooperate fully with the Company to facilitate the provision of the Services in a timely and efficient manner. This includes, but is not limited to, providing access to premises, systems, and information necessary for the Company to perform its obligations under the agreement.

**Timely Communication:** The Client shall promptly respond to requests for information, clarification, or feedback from the Company. Delays in communication may impact project timelines and deliverables.

**Compliance with Requirements:** The Client shall ensure that all information, specifications, and requirements provided to the Company are accurate, complete, and compliant with applicable laws, regulations, and industry standards.

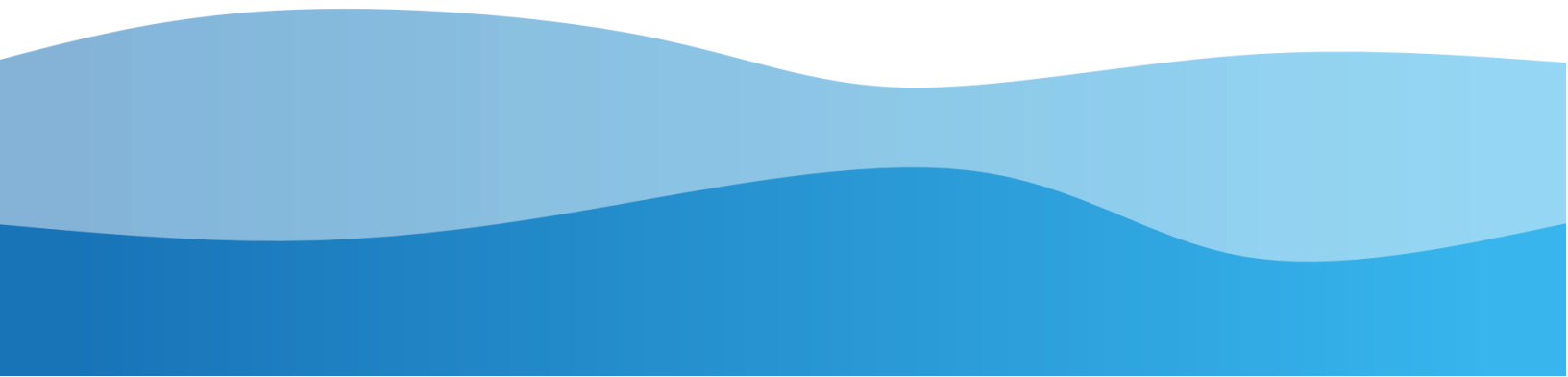
**Access and Security:** The Client shall provide the Company with necessary access to premises, equipment, and systems required for the provision of the Services. The Client shall also take reasonable measures to ensure the security and safety of Company personnel, equipment, and property while on the Client's premises.

**Payment Obligations:** The Client shall remit payment for the Services in accordance with the agreed-upon terms and schedule. Late payment may result in interest charges and suspension of Services, as detailed in the payment clause of these terms and conditions.

**Feedback and Review:** The Client shall provide timely feedback and review of deliverables submitted by the Company. Any revisions or modifications requested by the Client shall be communicated promptly and clearly to avoid delays in project completion.

**Compliance with Laws and Regulations:** The Client shall comply with all applicable laws, regulations, and industry standards relevant to the Services provided by the Company. This includes, but is not limited to, data protection laws, cybersecurity regulations, and health and safety regulations.

**Confidentiality:** The Client shall maintain the confidentiality of any proprietary or sensitive information disclosed by the Company during the provision of the Services and shall not disclose such information to third parties without the Company's prior written consent.



## 5. Limitation of Liability

The Company's total liability arising out of or in connection with the provision of the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £1500 per claim or series of related claims.

In no event shall the Company be liable to the Client for any indirect, consequential, punitive, or special damages, loss of profits, loss of revenue, loss of business or anticipated savings, loss of data, or loss of goodwill, whether arising under contract, tort (including negligence), breach of statutory duty, or otherwise.

The Company shall not be held responsible for any losses, damages, or disruptions resulting from cyber-attacks, data breaches, system failures, or any other security incidents beyond its reasonable control. Furthermore, the Company shall not be liable for any delay or failure to perform its obligations under this agreement if such delay or failure is caused by acts of God, war, terrorism, strikes, epidemics, pandemics, or natural disasters.

Any third-party suppliers, subcontractors, or service providers engaged by the Company in connection with the provision of the Services shall have the benefit of the limitations and exclusions of liability set forth in these terms and conditions. The Client agrees not to bring any claim against such third parties for damages exceeding the limitations set forth herein.

Nothing in this clause shall limit or exclude the Company's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

The Client acknowledges that the limitations of liability set forth in this clause are reasonable and reflect the allocation of risk between the parties. The Client further agrees that it is responsible for obtaining any additional insurance coverage beyond the limitations of liability provided herein.

The Client agrees to take all reasonable steps to mitigate any loss or damage suffered as a result of any breach of these terms and conditions by the Company.



## 6. Confidentiality

"Confidential Information" means any information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with the provision of the Services that is marked as confidential or that should reasonably be considered confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include, but is not limited to, trade secrets, technical data, business plans, financial information, customer lists, and any other proprietary or sensitive information.

The Receiving Party agrees to maintain the confidentiality of the Confidential Information and to use it solely for the purpose of performing its obligations under this agreement. The Receiving Party shall not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except as required by law.

The Receiving Party shall take reasonable measures to protect the Confidential Information from unauthorised disclosure or use, including implementing and maintaining appropriate physical, technical, and administrative safeguards.

The obligations of confidentiality shall not apply to any information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure by the Disclosing Party; (c) is independently developed by the Receiving Party without reference to the Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation.

The Receiving Party may disclose Confidential Information to its employees, agents, subcontractors, or advisors who have a need to know such information for the purpose of performing their duties under this agreement, provided that such individuals are bound by confidentiality obligations no less protective than those set forth herein.

Upon the termination or expiration of this agreement, or upon the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and any copies thereof in its possession or control, except to the extent that retention of such information is required by applicable law or regulation.



The Receiving Party acknowledges that any unauthorised disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party, for which monetary damages may not be an adequate remedy. In such case, the Disclosing Party shall be entitled to seek injunctive relief or other equitable remedies in addition to any other remedies available at law.

This confidentiality clause shall survive the termination or expiration of this agreement and shall remain in full force and effect thereafter.

#### **7. Data Protection Clause:**

The Client acknowledges that in the course of providing the Services, the Company may process personal data on behalf of the Client. The Company shall comply with all applicable data protection laws and regulations, including the UK Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 ("GDPR").

#### **8. Intellectual Property Rights:**

Any intellectual property created or developed by the Company in the course of providing the Services shall remain the property of the Company unless otherwise agreed in writing. The Client acknowledges that any materials provided by the Company, including but not limited to software, designs, and reports, are protected by intellectual property rights and may not be reproduced, distributed, or used for any purpose other than the agreed-upon Services without the Company's consent.

#### **9. Force Majeure**

The Company shall not be liable for any delay or failure to perform its obligations under this agreement if such delay or failure is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, epidemics, pandemics, or natural disasters.



## **10. Late Payment Interest**

If the Client fails to make any payment due to the Company under this agreement by the due date for payment, then, without limiting the Company's remedies under these terms:

- The Client shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## **11. Termination**

Either party may terminate this agreement with written notice if the other party breaches any material provision of these terms and conditions and fails to remedy such breach within 14 days of receiving written notice specifying the nature of the breach and requiring its remedy. The notice period for termination shall be 30 days from the date of written notice.

The Company reserves the right to terminate this agreement immediately if the Client fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment. Upon termination for non-payment, the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices, including any accrued interest as detailed in the payment clause of these terms and conditions.

Upon termination of this agreement for any reason, all rights and obligations of the parties shall cease, except for those that expressly survive termination. The termination of this agreement shall not affect any rights or remedies that have accrued to either party prior to termination, including but not limited to any right to recover damages for breach of contract.



The following provisions shall survive the termination or expiration of this agreement: confidentiality, limitation of liability, indemnification, governing law, and any other provisions that by their nature are intended to survive termination.

Termination of this agreement shall be without prejudice to any other rights or remedies that either party may have against the other party in respect of any breach or non-performance of this agreement.

Any notice of termination under this clause shall be in writing and shall be delivered personally or sent by registered post to the other party's registered address or last known address.

## **12. Governing Law**

These terms and conditions shall be governed by and construed in accordance with the laws of Scotland. Any disputes arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Scottish courts.

## **13. Amendments**

No amendment to these terms and conditions shall be effective unless made in writing and signed by both parties.

## **14. Subcontracting**

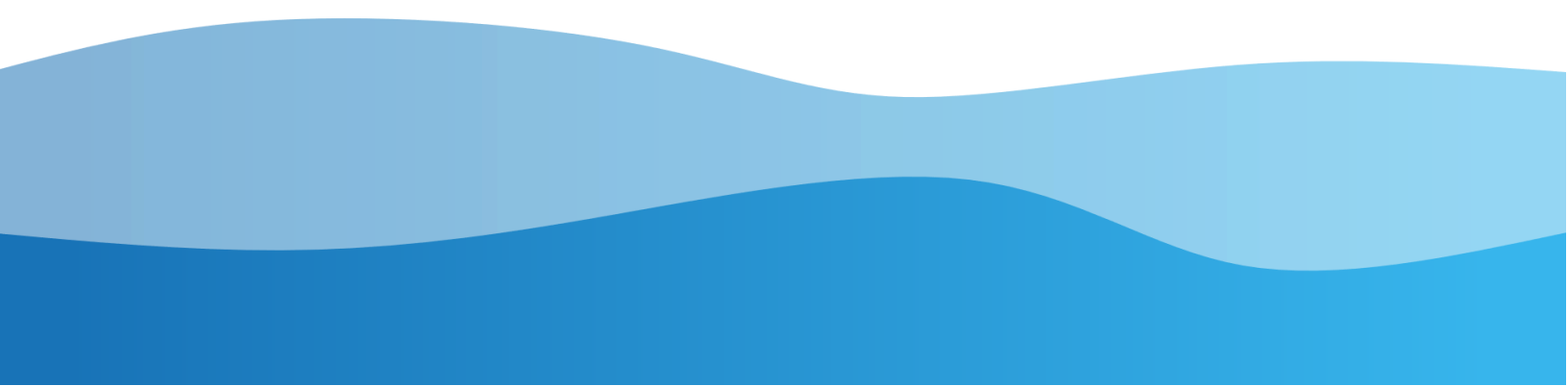
The Company may subcontract any part of the Services to third parties, provided that it remains responsible for the performance of the Services under this agreement. The Client agrees to cooperate with any subcontractors engaged by the Company in the provision of the Services.

## **15. Dispute Resolution**

In the event of any dispute arising out of or in connection with this agreement, the parties shall first attempt to resolve the dispute through negotiation and mediation conducted in good faith. If the dispute cannot be resolved through negotiation and mediation, either party may initiate legal proceedings in accordance with the governing law and jurisdiction clause.

## **16. Insurance**

The Client agrees to maintain adequate insurance coverage to protect against any liabilities arising from its use of the Services, including but not limited to professional liability insurance and cyber liability insurance.





## **17. Regulatory Compliance**

The Client agrees to comply with all applicable laws, regulations, and industry standards related to the use of the Services, including but not limited to data protection laws, cybersecurity regulations, and industry-specific regulations.

The Company shall not be liable for any losses or damages arising from the Client's failure to comply with applicable laws and regulations.

