

Arc Monitoring – Terms and Conditions of Sale

Arc	Arc Monitoring Limited (Company no: 03862866), Address: 9 Brabazon Office Park, Golf Course Lane, Filton, Bristol BS34 7PZ. Tel: 0344 933 9999 Email: accounts@arcmon.com
Customer	Name: [●] Address: [●] Tel: [●] Email: [●]
Contract	<p>The contract for the provision of Services by Arc to the Customer comprises these Terms, the Customer Handbook, and the Connection Order Form(s) agreed between the parties (the “Contract”). The Contract excludes any other terms that the Customer may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. On the outset of the Contract, the Customer shall complete at least one Connection Order Form to procure at least one Service for at least one End-User Site. The Customer has the option to add additional Services and End-User Sites to the Contract in accordance with the Terms below. Any subsequently added Services shall be governed by the Contract and shall not form a separate contract to it.</p> <p>The Contract shall commence on / / (“Contract Commencement Date”) and shall continue, unless terminated earlier in accordance with the Contract, until it expires. The Contract shall expire when all Services provided under the Contract are terminated in accordance with this Contract.</p>
Services Start Date and Duration	The Services for each respective End-User Site shall start on the date notified in writing to the Customer by Arc (“ Services Start Date ”) and shall continue, unless terminated earlier in accordance with clause 16 or this clause, for an initial term of 12 months (“ Services Initial Term ”) and thereafter shall automatically continue until terminated. Either party may terminate the Services at an End-User Site by giving the other party no less than 6 months’ written notice to terminate those Services at that particular End-User Site, such notice to take effect no earlier than the anniversary of the Services Start Date for those Services at that End-User Site.
Payment Method	the method by which payments for services are to be made to Arc are as follows: (a) by direct debit to Arc Monitoring, Bank:-Lloyds TSB, Address:-53 Queens Road, Clifton, Bristol, BS8 1RQ, Account Name:-Arc Monitoring Ltd, Sort Code:-30-84-04, Account Number:-39063268 OR (b) by electronic bank transfer using the details as named above OR (c) by cheque addressed to Arc Monitoring Limited using the details as named above All payments are to be made in Pound Sterling

PART A (all Customers)	
I agree to the Contract and Arc's use of the personal information provided to Arc for the purposes of performing the Contract.	Signed on behalf of the Customer:

	Date:

Terms and Conditions

1. Definitions

Alarm Event: any alarm condition from the System that is received and processed by Arc.

Alarm Event Image: any alarm image, from the System that is received and processed by Arc.

Alarm Monitoring Services: the service provided to the Customer, where remotely activated alerts from Alarm Systems are monitored and responded to, in line with the Contract.

Alarm System: a device capable of sending Alarm Events for responses, such as intruder or fire alarms.

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Arc: as defined on page 1 of the Terms.

Arc Personal Data: any Personal Data which Arc Processes in connection with this Contract, in the capacity of a Controller.

Arc Monitoring Acceptance Certificate: the certificate which is issued when all requirements of the Commissioning Process have been carried out.

Arc Representative: an Arc Security Industry Authority licenced staff member tasked with responding to incoming Alarm Events or a third party supplier tasked by Arc with carrying out the Services.

Authority: any Emergency Service or other regulatory authority.

CCTV Monitoring Services: remotely activated Alarm Events from CCTV Systems that are monitored and responded to by Arc in line with the Contract.

Charges: the charges payable by the Customer for the supply of Services, as confirmed in writing by Arc, and as varied from time to time in accordance with the Terms.

Closed Site: a site with a clear, impenetrable border which cannot be entered by members of the public.

Commissioning Process: process by which Arc and the Customer agree that a System is fit to be monitored by Arc, as detailed in the Customer Handbook.

Communications Link: any telecommunications network Systems, line or link connecting a System to the Control Room or any device which carries data from a System installed on the End-User Site to the Control Room Equipment.

Connect: a remote access web portal for Customers, detail of which can be found in the Customer Handbook.

Connection Order Form: the document identified as 'Connection Order Form' made available to the Customer by Arc.

Contract: has the definition given on page 1 of the Terms.

Contract Commencement Date: has the definition given on page 1 of the Terms.

Control Room: location at which Arc operates monitoring of the Services that it provides to Customers. The Control Room has satisfied National Security Inspectorate Gold Monitoring Centre status, and Category II Alarm Receiving Centre status.

Control Room Equipment: any equipment or computer System, applications or programs in or used in the Control Room which is used by Arc to receive and process the data transmitted from the Systems by means of the Communications Link.

Customer: the entity identified on page 1 of the Terms.

Customer Personal Data: any Personal Data which Arc processes in connection with the Contract, in the capacity of a Processor on behalf of the Customer.

Customer Handbook: the document containing the detail describing the processes Arc follows to provide the Services.

Data Protection Laws:

(a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

(b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Arc is subject, which relates to the protection of personal data.

Detector: a device designed to detect the presence of a particular object or substance.

EEA: the European Economic Area.

Emergency Service: the public organisations that respond to and deal with emergencies when they occur, especially the ambulance service, the police, or the fire brigade.

End-User: the person or organisation utilising the Services, being a customer of the Customer, listed in the Connection Order Form, and as agreed between Arc and the Customer from time to time during the Contract.

End-User Site: the premises in respect of which Services are to be provided as set out in a Connection Order Form.

ePatrol: remote view of Live Feed from various cameras at prescribed times by Arc.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

False Activation: an Alarm Event transmitted to the Control Room, the details of which are not passed onto the relevant Authorities or Key Holders and is regarded by Arc, at its sole discretion, as requiring no further action.

False Activation Management Program: process by which False Activation Alarm Events received from Inputs are disabled and logged.

Input: a camera, Detector, or any other device on the System at the End-User Site which transmits a signal to the Control Room.

Key Holder: a person who can be contacted in relation to an Alarm Event, can access the End-User Site and has the ability to attend the site out of hours.

Key holding and Alarm Response: an event where Arc attends the End-User Site at a specific time or in response to a security incident on the End-User Site, by use of the keys or access codes held by it.

Lighting Report: a report produced by Arc showing lighting levels during day time and night time hours for all cameras and pre-sets.

Open Site: a site where no clear border exists and members of the public can enter the monitored area.

Retail Price Index: a measure of inflation published monthly by the UK Office of National Statistics.

Soak Test: a seven day period when Alarm Event Levels are logged and recorded by Arc. This period may be extended at Arc's discretion.

Services: the services supplied by Arc to the Customer at an End-User Site specified in a Connection Order Form, and described in these Terms and Customer Handbook.

Services Initial Term: has the definition given on page 1 of the Terms.

Services Start Date: has the definition given on page 1 of the Terms.

Site Survey: a review of the End-User Site to confirm the ability to perform the required Services.

System: the closed circuit television system, security alarm system (intruder, fire, or personal attack) or

other system(s) as set out in a Connection Order Form and as installed or carried out at the End-User Site where Arc agrees to provide Services on these Terms.

Target: a person committing a potentially suspicious activity who is identified by the monitored System.

Terms: these terms and conditions as amended from time to time.

URN: Unique Reference Number provided by the police for monitored End-User Sites.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

Video Analytics: an analysis of video images to detect and determine movement.

Video Motion Detection: a method used to trigger alarms by sensing physical movement through the monitoring of pixel change in an image.

Walk Test: the process by which an engineer triggers all monitored events to ensure functionality. Full details of the test are detailed in the Customer Handbook.

Working Day: a day (other than a Saturday, Sunday or a Public Holiday in England).

2. Interpretation

- 2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 2.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.3 Clause headings are purely for ease of reference and do not form part or affect the interpretation of the Contract.
- 2.4 A reference to writing or written includes fax and email.

3. Forming the Contract

- 3.1 The Customer must sign two copies of the Terms, retain one copy and return the other via email to accounts@arcmon.com or via post to Arc Monitoring Limited at 9 Brabazon Office Park, Golf Course Lane, Filton, Bristol BS34 7PZ.
- 3.2 Where agreed between the parties, the parties may complete a Connection Order Form for the provision of particular Services at an existing, or a new End User-Site. The provisions of this Contract shall apply to all agreed Connection Order Forms.
- 3.3 The Customer shall complete a Connection Order Form for the Services that they require, and shall return the completed Connection Order Form to admin@arcmon.com at least one Working Day prior to the expected Services Start Date. A Connection Order Form which has been agreed by both parties shall form part of the Contract and shall not form a separate contract.
- 3.4 The Services shall commence and continue as set out on page 1 of the Terms.
- 3.5 Any quotation provided to the Customer by Arc shall not constitute an offer, and is only valid for a period of 30 Working Days from its date of issue.

4. Supply of Services

- 4.1 Arc shall supply the Services to the Customer in accordance with the Contract in all material respects.
- 4.2 Arc shall use all reasonable endeavours to meet any performance dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.3 Arc reserves the right to amend a Connection Order Form and/or Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Arc shall notify the Customer in any such event.
- 4.4 Arc warrants to the Customer that the Services will be provided using reasonable care and skill.
- 4.5 Where Arc supplies, in connection with the provision of the Services any goods or services supplied by a third party, Arc does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods or services to Arc.

5. Customer's Obligations

- 5.1 The Customer shall:
- 5.1.1 ensure that the terms of a Connection Order Form are accurate and completed in accordance with the terms of the Customer Handbook;
 - 5.1.2 co-operate with Arc in all matters relating to the Services;
 - 5.1.3 provide Arc, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Arc;
 - 5.1.4 prepare the Customer's premises for the supply of Services;
 - 5.1.5 comply with any additional obligations set out in the Customer Handbook;
 - 5.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 5.1.7 provide to Arc, promptly on request, all information, including where applicable End-User information, which Arc requires to perform the Services and shall ensure that all such information which it provides to Arc is true, complete, accurate and adequate;
 - 5.1.8 inform Arc in writing and without delay of any changes to any information which Arc requires to perform the Services;
 - 5.1.9 at all times and without delay inform Arc in writing of any changes in Authority response levels, URNs and any other monitoring changes required;
 - 5.1.10 at all times and without delay inform Arc in writing of any changes in Key Holders' information, including passwords;
 - 5.1.11 provide Arc with notice of at least one Working Day before altering the number of cameras or Inputs or amending the existing System in any such way. Arc reserves the right to amend the Charges to reflect these changes;
 - 5.1.12 where the Customer wishes to amend the current System equipment to new or different equipment, the Customer must complete a new Connection Order Form. Arc reserves the right to amend the Charges to reflect these changes.
- 5.2 The Customer agrees that neither the Customer, its agents nor the End-User shall add to, modify or re-configure the System without obtaining the prior written consent from Arc which shall not be unreasonably withheld or delayed.
- 5.3 The Customer accepts and acknowledges that Arc may subcontract or delegate in any manner any or all of its obligations.

6. Payment for Services

- 6.1 The Charges for Services are as confirmed by Arc in writing. These Charges apply for the Services Initial Term of each End-User Site only.
- 6.2 All Charges quoted to the Customer for the provision of the Services are exclusive of any Value Added Tax ("VAT"), for which the Customer shall be additionally liable, at the applicable rate. Where any taxable supply for VAT purposes is made under the Contract by Arc to the Customer, the Customer shall, on receipt of a valid VAT invoice from Arc, pay to Arc such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.3 All Charges quoted to the Customer for the provision of the Services are exclusive of any transaction fees or bank charges from Customer accounts.
- 6.4 Arc reserves the right to increase the Charges on an annual basis in line with the percentage increase in the Retail Prices Index in the preceding 12-month period.
- 6.5 Arc shall invoice the Customer in advance for the Services monthly, quarterly or annually payable by Direct Debit, unless alternative payment method is agreed in writing by the parties. Arc shall first invoice the Customer for the Services on the Services Start Date and thereafter, in accordance with this clause.
- 6.6 The Customer shall pay each invoice submitted by Arc:
- 6.6.1 within 30 days of the date of the invoice; and
 - 6.6.2 in full and cleared funds to the bank account nominated in writing by Arc.
- 6.7 If the Customer fails to make a payment due to Arc under the Contract by the due date, Arc shall be entitled, without limiting any other rights it may have, to charge the Customer interest on the outstanding amount from the due date until payment of the outstanding sum. Interest under this clause will accrue each day at the rate of 4% above the base rate of the Bank of England from time to time.
- 6.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.9 Without limiting any other rights that Arc may have, if the Customer does not pay Arc on the due date and that payment is outstanding for ten Working Days from the due date, Arc may terminate or suspend its performance of the Services until payment of the outstanding amounts is made.
- 6.10 The Customer shall pay Arc on demand all costs and expenses (including legal costs and expenses) incurred by Arc in recovering or enforcing payment of the Charges and any amounts payable by the Customer under the Contract.
- 6.11 The Charges are based on the information, instructions and/or descriptions provided by the Customer and/or End-User to Arc in relation to the System and the End-User Site(s). Arc reserves the right to reasonably vary the Charges with immediate effect if it determines, at its sole discretion that the information, instructions and/or descriptions provided were inaccurate or incorrect. Variations to the Charges under these circumstances may occur, but are not limited to, if the Customer or End-User describes the End-User Site as a Closed Site but it is in fact an Open Site, or if the Customer or the End-User provide that there are less cameras for the Arc to monitor than there are in fact.
- 6.12 The Customer shall be responsible for the payment to Arc of any additional charges incurred as a consequence of additional provision or modification of telephone or other facilities for the transmission of signals to Arc.
- 6.13 The Customer shall be immediately responsible for the payment to Arc of any additional charges imposed on Arc by an Authority in respect of the provision of the Services. Such charges may include, but are not limited to penalty fines from an Authority for a call out triggered by an End-User where the Authority was not in fact required.

- 6.14 If the Customer disputes any part of the invoice and wishes to withhold any amount in relation to any dispute, the Customer must notify Arc of this fact, as soon as possible and must set out the disputed amounts and the reasons for disputing them. Interest payable under clause 6.7 is only payable after the dispute is resolved, on sums found or agreed to be due, from 7 days after the dispute is resolved until payment.

7. CCTV Commissioning

- 7.1 Before CCTV Monitoring Services can commence, the Customer shall:
- 7.1.1 complete the Commissioning Process together with Arc;
 - 7.1.2 ensure that the System is designed, installed, maintained and operated in accordance with all applicable laws, regulations, codes of practice, industry standards and manufacturer's recommendations, if any, from time to time and that it is compatible with Arc's Control Room Equipment and configured to meet Arc's requirements;
 - 7.1.3 complete a full Walk Test, together with Arc and in accordance with the terms of the Customer Handbook;
 - 7.1.4 obtain a URN from the Authority for the System where required and promptly notify Arc of such URN. Where approval or permission has to be obtained by Arc from any Authority, particularly in the application for URN, the provision of the Services is dependent upon the Customer being and remaining approved by the relevant Authority and complying with the conditions and requirements of that Authority.
- 7.2 Arc shall:
- 7.2.1 upon commencement of the CCTV Monitoring Services, supply the Customer or, where applicable, End-User with a Lighting Report and carry out a Soak Test;
 - 7.2.2 upon successful completion of the Commissioning Process, issue the Customer with an Arc Monitoring Acceptance Certificate.
- 7.3 The Customer acknowledges and admits that the effective operation and condition of the End-User equipment, the Customer equipment and the Communications Links serving the End-User Site and connection to the signalling paths is the absolute responsibility of the Customer and hereby agrees that Arc shall not incur any liability due to any fault, defect or malfunction thereof.
- 7.4 Where an Alarm Event is not tested together with, or not to the satisfaction of Arc, Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from any untested Alarm Events.
- 7.5 Where Arc supplies, in connection with the provision of the Services, any goods or services supplied by a third party, Arc does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person or Third Party supplying the goods or services to Arc.
- 7.6 Following successful completion of the Walk Test and completed Connection Order Form, CCTV Monitoring Services may commence as requested by the Customer. Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from Alarm Events from any cameras where the visibility is considered poor or inadequate, at the sole, reasonable discretion of Arc.
- 7.7 Arc allows up to 40 Alarm Events per week on a Closed Site and up to 100 Alarm Events on an Open Site during the Soak Test. If Alarm Event levels exceed this allowance, Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from Alarm Events from the System.
- 7.8 Where the Commissioning Process is not completed to the satisfaction of Arc and, an Arc Monitoring Acceptance Certificate is not issued, Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from Alarm Events from the System.
- 7.9 Arc shall not be obliged to notify any relevant Authority of any Alarm Events from a System where the Customer has not supplied the URN for the System to Arc or has not notified Arc that the URN has subsequently been withdrawn or the System has not been fitted to BS 8418 and therefore no URN is available.

8. Alarm Commissioning

- 8.1 Before Alarm Monitoring Services can begin, the Customer shall:
- 8.1.1 complete the Commissioning Process together with Arc;
 - 8.1.2 ensure that the System is designed, installed, maintained and operated in accordance with all applicable laws, regulations, codes of practice, industry standards and manufacturer's recommendations, if any, from time to time and that it is compatible with Arc's Control Room Equipment and configured to meet Arc's requirements;
 - 8.1.3 test the System together with Arc. This includes but is not limited to testing all inputs that require monitoring by Arc;
 - 8.1.4 confirm receipt without undue delay, of all the tested Alarm Events by contacting Arc or by reviewing the Alarm Events using remote portals, namely Arc Engineer Mobile Web Portal or Connect;
- 8.2 The Customer acknowledges and admits that the effective operation and condition of the End-User equipment, the Customer equipment and the Communications Links serving the End-User Site and connection to the signalling paths is the absolute liability of the Customer and hereby agrees that Arc shall not incur any liability due to any fault, defect or malfunction thereof.
- 8.3 The Alarm Monitoring Services shall commence upon receipt of the first signal received by Arc.
- 8.4 Where an Input is not tested, Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from future Alarm Events from this Input.
- 8.5 Where a System is not tested, Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from future Alarm Events from the System.

- 8.6 Where the Commissioning Process is not completed to the satisfaction of Arc, Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from Alarm Events from the System.
- 8.7 Arc shall not be obliged to notify any relevant Authority of any Alarm Events from a System where the Customer has not supplied the URN for the System to Arc or has not notified Arc that the URN has subsequently been withdrawn.

9. Key Holding and Alarm response

- 9.1 Before the Services can begin, the Customer shall:
- 9.1.1 complete the Commissioning Process together with Arc;
 - 9.1.2 provide the Arc Representative with unrestricted access to the End-User Site to perform a Site Survey, Risk Assessment and any other Services. Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from non-attendance where a Site Survey and Risk Assessment have not been completed;
 - 9.1.3 inform Arc of any potential hazards at or changes to the End-User Site and provide any protective equipment necessitated by such hazards;
 - 9.1.4 provide Arc with the correct keys or access codes required for access to the End-User Site to enable Arc to perform its obligations under the Contract and shall not hold Arc liable for being unable to gain access to the End-User Site due to incorrect keys or access codes being provided.
- 9.2 If Arc's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission from the Customer, Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation.

10. Services

- 10.1 The Customer acknowledges and accepts that the CCTV Monitoring Service requires an interpretative response from Arc. Responses to Alarm Events are based purely on the information available at the time and in the reasonable judgement of the Arc Representative processing them. For the avoidance of doubt, due to the subjective nature of CCTV Monitoring Services, Arc accepts no liability for any damage or loss resulting from an incorrect response based upon the reasonable judgement of Arc Representatives.
- 10.2 The Customer acknowledges and accepts that for the purposes of CCTV monitoring and carrying out the Services and in particular the purpose of detecting intruders any Targets within any Alarm Event Images should occupy at least 25% of the Alarm Event Images. Where a Target is below 25% Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from this or any associated Alarm Event.
- 10.3 The Customer acknowledges and accepts that for the purposes of CCTV monitoring and carrying out the Services and in particular the purpose of detecting intruders, camera fields of view should be adequately lit and kept clear. The Customer shall ensure reasonable efforts are made to avoid impairment to camera fields of view. Where the camera field of view is impaired due to foliage, illumination, sunlight, reflections, or other causes, Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from this or any associated Alarm Event.
- 10.4 Arc does not accept Alarm Events generated by Video Motion Detection devices, the Customer shall accept that Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from Video Motion Detection Alarm Events.
- 10.5 The Customer shall ensure, where Video Analytics are used that a detected Target occupies at least 25% of the Alarm Event Images. Where an Alarm Event Target is below 25% Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from this or any associated Alarm Event.
- 10.6 The Customer shall acknowledge and accept that where the purpose of the CCTV System is to identify fire or smoke on an End-User Site, Arc Representatives shall use their reasonable skill, care and diligence in order to do so. Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from Alarm Event Images received where it is unclear that a fire or smoke is present.
- 10.7 The Customer acknowledges and accepts that for the purposes of CCTV monitoring and carrying out the Services and in particular the purpose of detecting intruders, where a camera fails to transmit any Alarm Event Images, Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from any failure by it to carry out the Services properly or to detect intruders as a direct or indirect result.
- 10.8 The Customer acknowledges and accepts where ePatrols are requested, the Arc Representative will attempt to view all requested cameras and report any suspicious activity or damage based purely on the information available at the time of the ePatrol and using their reasonable judgement. For the avoidance of doubt, due to the subjective nature of the Service, Arc accepts no liability for any damage or loss incurred by the Customer or End-User resulting from no response or an incorrect response based on the reasonable judgement of the Arc Representative.
- 10.9 The Customer acknowledges where escorted entry or exit are requested, Arc will attempt to view all requested cameras for entry or exit and report any suspicious activity or damage based purely on the information available at the time of the request and using their reasonable judgement. For the avoidance of doubt, due to the subjective nature of the Service, Arc accepts no liability for any damage or loss by the Customer or End-User resulting from no response or an incorrect response based on the reasonable judgement of the Arc Representative.
- 10.10 Arc shall observe, perform and comply with any directly applicable provision of the EEC or any EC regulation, any Act of Parliament and any regulation, rule or order made pursuant thereto or any regulation or bylaws of any local authority or under and pursuant to any notices served under any such enactment, rule, order, regulation or bylaw.

- 10.11 Arc shall use its reasonable endeavours to comply with the relevant requirements of any National Security Inspectorate Codes of Practice for CCTV System monitoring, intruder, fire and panic alarm monitoring, the current NPCC policy, other current Authority policies and any applicable British standards.
- 10.12 Arc may use, at its sole discretion and by whatever means, technologies, software or artificial intelligence to support it in providing the Services to the Customer.

11. CCTV False Activations

- 11.1 Arc shall ensure False Activation rates are managed by following their False Activation Management Program.
- 11.2 Any individual Input on an End-User Site, transmitting a number of provable False Activations over protracted period of time, at the discretion of Arc, can be considered an Input which has exceeded the required Alarm Event limit and requires management through the False Activation Management Program.
- 11.3 During any period of disablement all Alarm Events from the disabled Input shall not be monitored and Arc shall not be liable for any damage or loss to the End-User Site(s) or any property thereon, to the extent that it arises as a result of Arc not monitoring the disabled Input because the Input is within the False Activation Management Program.

12. CCTV Arm and Disarm Responsibility

- 12.1 Responsibility for arming and disarming of a System lies with the End-User. If the Customer requests Arc to perform the arming and disarming process, further information can be found in the Customer Handbook.
- 12.2 Arc shall have no liability to the Customer or, where applicable, End-User for any loss, damage, costs, expenses or other claims for compensation arising from an End-User Site being disarmed at the time of any such claim.

13. Changes to Systems and Information

- 13.1 Arc has the right to revise and amend these Terms and the Customer Handbook from time to time. The Customer shall be subject to the Terms and the Customer Handbook in force at the time of order, unless any change is required by law or government or regulatory authority, in which case the amended version shall apply.
- 13.2 Arc shall give the Customer prior notice of any other changes to these Terms and the Customer Handbook. The Customer shall have six months, from receipt of the notice, in which to terminate the Contract without penalty.

14. Data Protection and Confidentiality

SCHEDULE A: Data Protection Particulars

Controller		
Where Arc acts as Controller:		
Processor		
Where Arc acts as Processor:		
Data Protection Particulars	Type of Personal Data to be Processed	This includes all Personal Data that may be processed as part of the provision of the Services, for example Data Subjects’ facial images, movements, actions and mannerisms as well as Data Subject address and telephone data.
	Purpose for Processing	Arc is processing Personal Data as part of performing the Services (“Purpose”).
	Categories of Data Subject	Arc Customers, End-Users. Customers, employees, contractors, business contacts and any other third party who accesses or otherwise visits the End-User Site.
	Duration of Processing	For as long as the Contract is in force, including any processing required under provisions which survive termination of the Contract.
	Type of Personal Data	Retention period that applies.

Data Retention Period	All Personal Data processed by Arc as Processor	3 years after termination.
	Alarm Event Images	12 months after the event.

- 14.1 Under this clause 14, “Controller”, “Processor”, “Commissioner”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “processing” and “appropriate technical and organisational measures” shall have the meanings given in the Data Protection Laws.
- 14.2 Both parties will comply with all applicable requirements of the Data Protection Laws. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Laws.
- 14.3 The parties have determined that, for the purposes of Data Protection Laws:
- 14.3.1 Arc shall act as Controller of the Arc Personal Data set out in the table above; and
- 14.3.2 Arc shall process the Customer Personal Data as set out in the table above as Processor on behalf of the Customer.
- 14.4 Should the determination in clause 14.3 change, the parties shall use all reasonable endeavours to make any changes that are necessary to this clause 14.
- 14.5 The Customer consents to, (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by Arc in connection with the processing of Arc Personal Data, provided that these are in compliance with the then-current version of the Arc’s privacy policy available at www.arcmon.com/privacy (“Privacy Policy”). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this Contract, the Privacy Policy will take precedence.
- 14.6 Without prejudice to the generality of clause 14.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Arc Personal Data and Customer Personal Data to Arc and/or lawful collection of the same by Arc for the duration and purposes of this Contract.
- 14.7 In relation to the Customer Personal Data, the table above sets out the scope, nature and purpose of processing by Arc, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 14.8 Without prejudice to clause 14.2, Arc shall, in relation to Customer Personal Data:
- 14.8.1 process that Customer Personal Data only on the documented instructions of the Customer, unless Arc is required by Applicable Laws to otherwise process that Customer Personal Data. Where Arc is relying on Applicable Laws as the basis for processing Customer Personal Data, Arc shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Arc from so notifying the Customer. Arc shall immediately inform the Customer if, in the opinion of Arc, the instructions of the Customer infringe Data Protection Laws;
- 14.8.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Customer Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Customer Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 14.8.3 ensure that that all personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential;
- 14.8.4 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 14.8.5 notify the Customer without undue delay after becoming aware of a Personal Data Breach;
- 14.8.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the Contract unless required by Applicable Laws to store the Customer Personal Data; and
- 14.8.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 14 and allow for reasonable audits by the Customer or the Customer's designated auditor for this purpose on reasonable written notice and only during working hours.
- 14.9 The Customer provides its prior, general authorisation for Arc to:
- 14.9.1 appoint processors to process the Customer Personal Data, provided that Arc:
- 14.9.1.1 shall ensure that the terms on which it appoints such processors comply with Data Protection Laws, and are consistent with the obligations imposed on Arc in this clause 14;
- 14.9.1.2 shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Arc; and
- 14.9.1.3 shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to Arc’s reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Laws, the Customer shall indemnify Arc for any losses, damages, costs (including legal fees) and expenses suffered by Arc in accommodating the objection.
- 14.9.2 transfer Customer Personal Data outside of the UK as required for the Purpose, provided that Arc shall ensure that all such transfers are effected in accordance with Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Arc, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time

(where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

15. Compliance with Law

- 15.1 Without prejudice to the generality of former clauses, Arc shall procure that all associates and sub-contractors shall, at all times:
- 15.1.1 Comply with all applicable laws, statutes, regulations and codes of practice relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (the "Anti-bribery Requirements");
 - 15.1.2 Comply with all applicable Laws, statutes, regulations and codes of practice relating to the detection and prevention of slavery and human trafficking, including the Modern Slavery Act 2015 (the "Anti-slavery Requirements"); and
 - 15.1.3 Have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010 and the Modern Slavery Act 2015 the Anti-bribery Requirements and the Anti-slavery Requirements and shall enforce them where appropriate.

16. Termination Rights

- 16.1 Without limiting any other rights available to it, either party may terminate the Contract or any Services with immediate effect by giving written notice to the other party, if the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.
- 16.2 Without affecting any other right or remedy available to it, either party may terminate the Contract or any Services with immediate effect by giving written notice to the other party if:
- 16.2.1 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - 16.2.2 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 16.2.3 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 16.3 The procedure for notification of the termination of the Contract and/or any Services:
- 16.3.1 All notices and communications under the Contract must be in writing and delivered by hand, pre-paid first class post, or email. Where either party needs or wishes to give notice to the other under the Contract, it must do so at the email or postal address of the other party as set out at in page 1 of the Terms or to any other address which one party has subsequently notified to the other in writing.
 - 16.3.2 Any notice sent by post shall be deemed to have been received two Working Days after it was sent and notices delivered by hand shall be deemed to have been given immediately upon their delivery.
 - 16.3.3 Any notice sent by email shall be deemed to have been received on the Working Day which it was sent or the next Working Day if not sent on a Working Day.

17. Consequence of Termination

- 17.1 On termination or expiry of this Contract, all existing Services shall terminate automatically.
- 17.2 Termination of any Services at an End-User Site will not have the effect of terminating the whole Contract or any other Services at any other End-User Site.
- 17.3 On termination of Services or the Contract for any reason, the Customer shall immediately pay any outstanding Charges and interest due to Arc.
- 17.4 Arc shall submit invoices for any Charges (including Charges for Services that it has supplied but not invoiced). The Customer shall pay these within fifteen Working Days from the date on which the invoice was issued.

18. Customer and End-User Commitments

- 18.1 Arc shall take out and maintain insurance with reputable insurers and shall provide evidence of such insurance upon the request of the Customer.
- 18.2 The Customer shall take out and maintain insurance with reputable insurers and shall provide evidence of such insurance upon the request of Arc.
- 18.3 Where the Customer has a contract with an End-User, the Customer agrees to indemnify Arc against all loss, damage, costs, claims or expenses arising out of any action brought by an End-User (to whose or in respect of whose End-User Site the Service is to be provided) up to the level of limitation of liability of Arc and its employees and agents as set out in the Contract.
- 18.4 The Customer agrees to disclose to all End-Users the terms of the Contract and in particular the fact that the provisions of all Services does not obviate the need for the End-User to effect and maintain insurance in respect of the End-User Site and its contents and any business carried out thereon against the potential losses incurred by the End-User which could or might be caused as a result of any breach of the terms of the Contract.
- 18.5 The Customer agrees to notify the End-User of all relevant terms, conditions, requirements and responsibilities under the Contract; the Customer agrees that Arc shall be entitled to contact the End-User directly for the purposes of performing its obligations and rights under the Contract;

- 18.6 The Customer agrees to instruct the End-User in the use of the System to ensure that False Alerts transmitted to Arc are kept to a minimum.
- 18.7 The Customer agrees to provide the End-User with the current Customer Handbook to ensure the Customer and the End-User understand and accepts its contents.
- 18.8 Arc shall not be under any obligation to examine or inspect the System.

19. Force Majeure

- 19.1 Arc shall not be liable to the Customer nor be deemed to be in breach of the Contract by reason of any delay in, or failure to carry out any of its obligations in relation to the Contract, if the delay or failure was due to any cause beyond Arc's reasonable control. The following shall be regarded as causes beyond Arc's reasonable control but not limited to: act of god, explosion, flood, tempest, fire, earthquake, blizzard, lightning or accident; war, sabotage, terrorism, civil disturbance or act of government; logistical, supply and transport difficulties that are beyond the reasonable control of Arc, including but not limited to difficulties caused by trade disputes strikes, unexpected shortages, imposition of trade sanctions whether involving the workforce of Arc or any other party; damage or destruction to the items and cabling required by the security System caused by the Customer, a third party or an animal; disruption to the internet, to the Customer's or third party's internet provider or to satellite or radio broadcasting; disruption to all communication links and services that are provided by third parties.

20. Liability

- 20.1 The restrictions on liability in this clause 20 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 20.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 20.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - 20.3.1 death or personal injury caused by negligence;
 - 20.3.2 fraud or fraudulent misrepresentation; and
 - 20.3.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 20.4 Subject to clause 20.3, Arc's total liability to the Customer within any contract year shall not exceed the cap.
- 20.5 In clause 20.4:
 - 20.5.1 **cap:** The cap is the greater of £20,000 or 125% of the total charges in the contract year in which the breaches occurred.
 - 20.5.2 **contract year:** A contract year means a 12-month period commencing with the Contract Commencement Date or any anniversary of it; and
 - 20.5.3 **total charges:** The total charges means all sums paid or payable by the Customer for the specific goods or services giving rise to the claim as set out in the Connection Order Form to which the claim relates. The total charges are not calculated as all sums paid or payable under the Contract. They are limited to the amounts in the specific Connection Order Form only.
- 20.6 This clause sets out specific heads of excluded loss:
 - 20.6.1 Subject to clause 20.3, the types of loss listed in clause 20.6 are wholly excluded by the parties.
 - 20.6.2 The following types of loss are wholly excluded:
 - 20.6.2.1 loss of profits
 - 20.6.2.2 loss of sales or business
 - 20.6.2.3 loss of agreements or contracts
 - 20.6.2.4 loss of anticipated savings
 - 20.6.2.5 loss of use or corruption of software, data or information
 - 20.6.2.6 loss of or damage to goodwill; and
 - 20.6.2.7 indirect or consequential loss.
- 20.7 Subject to clause 20.3, Arc shall have no liability to the Customer under the Contract:
 - 20.7.1 to the extent that the liability arises due to the Customer's failure to comply with the Customer Handbook; or
 - 20.7.2 for failing to perform the Services in accordance with the Contract due to excessive numbers of false alarms raised. The Customer will be advised on what the limit of false alarms is for each End-User Site following a Soak Test with Arc.
- 20.8 Arc has given commitments as to compliance of the Services with relevant specifications. In view of these commitments, the terms implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 20.9 Unless the Customer notifies Arc that it intends to make a claim in respect of an event within the notice period, Arc shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 20.10 This clause 20 shall survive termination of the Contract.
- 20.11 Arc warrants to the Customer that the Services shall be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract and at the intervals and within the times referred to in the Connection Order Form.
- 20.12 Arc shall not be liable for any failings of any third parties or sub-contractors to perform the duties expected of them.
- 20.13 The Communications Links and the computer applications or programs forming part of the Control Room Equipment are provided by independent organisations which are not under Arc's control. Arc does not accept responsibility for any signal or transmission failing to reach the Control Room because of a failure or any other problem whatsoever with any Communications Link Control Room Equipment or liability for any resulting non-performance of the Services.

- 20.14 Arc does not warrant or guarantee that any Authority shall respond immediately or at all to any notifications received by it from Arc. Arc shall have no liability to the End-User or the Customer if any Authority fails to respond to such notification. If Arc is advised by an Authority that they may not pass Alarm Events from the System for an End-User Site to an Authority, Arc shall have no obligation to the Customer to notify such Authority of such Alarm Events.
- 20.15 The Customer acknowledges and accepts that Arc is under no obligation to maintain, repair, service, replace, operate or assure the operation of any equipment or device not provided by Arc including without limitation, the System, Communications Link supporting the System and serving the End-User Site and any other relays or other facilities required to connect the System to those Communications Links. The Customer acknowledges that they are solely responsible for the maintenance, repair and operation of such System and links and that Arc shall not be liable for any loss or damage resulting in the failure or inadequate performance of any such equipment or device or link.
- 20.16 The Customer acknowledges that Arc gives no undertaking to the Customer or the End-User that the System and the Services cannot be compromised or circumvented or that they shall prevent or detect any break in or attempted break in into the End-User Site or loss by theft or otherwise.
- 20.17 The Customer acknowledges that Arc has no control over or responsibility for the installation of any System or Client's equipment at the End-User Site.
- 20.18 The Customer shall notify Arc as soon as possible in writing but no greater than five Working Days after becoming aware of any event, matter or circumstance which it considers would entitle it to bring a claim under the Contract.

21. Assignment and Waiver of Contract

- 21.1 Arc is entitled at any time to assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 21.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Arc.
- 21.3 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy

22. General

- 22.1 The Contract constitutes the entire arrangement and understanding between the parties and supersedes and extinguishes all prior agreements, negotiations and discussions relating to the subject matter of this Contract. Each party acknowledges that in entering into and performing the Contract it does not do so on the basis of, and does not rely on any statement or representation (whether innocent or negligent, but excluding fraudulent representations) or warranty or understanding other than as expressly contained in this Agreement at the date hereof or subsequently included within the Contract.
- 22.2 If a court decides that any part of the Contract cannot be enforced, that particular part of the Contract will not apply, but the rest of the Contract will.
- 22.3 No party shall make, or permit any person to make, any public announcement, communication or circular concerning the Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), unless required by law or regulation.
- 22.4 No person other than a party to the Contract shall have any rights to enforce any terms of the Contract.
- 22.5 Nothing in the Contract shall create (or be deemed to create) a partnership or agency between the parties.

23. Governing Law and Jurisdiction

- 23.1 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 shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.