

INDIGOZEST LIMITED – BUSINESS CUSTOMERS

TERMS AND CONDITIONS OF BUSINESS FOR CONCIERGE SUPPORT SERVICES

YOUR ATTENTION IS DRAWN IN PARTICULAR TO PARAGRAPH 11 (WHICH SETS OUT THE TERM OF THE CONTRACT AND WHEN TO SERVE NOTICE TO END THE CONTRACT) AND PARAGRAPH 16 (WHICH SETS OUT OUR LIABILITY TO YOU UNDER THE CONTRACT)

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this paragraph 1 shall apply in these terms and conditions of business (as amended by us from time to time as provided herein) (**Terms**).

Ancillary Services: any Smart Home services to be supplied by us to you under the Contract which do not comprise Set-Up Services, Concierge Support Services, Call-Out Services or Equipment Maintenance Services which we supply, or agree to supply, to you.

App: the mobile application which is designed to allow you to monitor, control and resolve common issues with the System.

Authorised Users: your staff, tenants and occupiers of each Property who are authorised by us and you to use the App.

Call-Out Services: the Smart Home services to be supplied by us to you under the Contract where, subject to paragraph 10.3, one of our engineers visits the Property to resolve issues or problems with the System.

Cancellation Fee: our cancellation fee of the call out fee plus one hour's services fee calculated at our prevailing rates at the time of cancellation.

Charges: has the meaning given in paragraph 15.1.

Contract: has the meaning given in paragraph 4.3.

Concierge Support Services: the Smart Home services to be supplied by us to you under the Contract to support your System (including, depending on the Plan you have purchased, dedicated concierge support, remote repair, proactive monitoring, engineer to door call-out support, firmware upgrades, and maintenance visits) as set out in the Services Specification.

Emergency Maintenance Services: any Equipment Maintenance Services supplied on an emergency basis as set out in the Services Specification.

Excluded Causes: any malfunction, defect or failure in the Maintained Equipment which is caused (whether wholly or partly) by:

- (a) any defect in the manufacturer's design of the Maintained Equipment;
- (b) faulty materials used or workmanship carried out in the manufacture of the Maintained Equipment;
- (c) use of the Maintained Equipment with hardware, software or networks not supplied or approved in writing by us;
- (d) any repair, maintenance, alteration, modification, reconfiguration or adjustment performed by persons other than us or our employees or agents;
- (e) you or a third party moving the Maintained Equipment;
- (f) the use of the Maintained Equipment in breach of any of the provisions of the contract under which the Maintained Equipment was supplied or its terms of use;
- (g) a failure, interruption or surge in the electrical power or its related infrastructure connected to the Maintained Equipment;
- (h) a failure or malfunction in the environmental controls required for the normal operation of the Maintained Equipment, or an error or omission in the correct use of the environmental controls;
- (i) any change to your Internet Service Provider, or to the internet services they supply at the Property, where you have not notified us of the change in writing within 14 days of the change

taking effect, so that we can take reasonable steps to maintain continuity of the Services;

- (j) interference with the Maintained Equipment from external sources not under our control;
- (k) wilful damage, neglect or misuse of the Maintained Equipment; or
- (l) any failure by you to comply with your obligations in the Contract, including failure to install and maintain appropriate anti-virus software as required by paragraph 6.13.

Equipment Maintenance Services: the Smart Home services to be supplied by us to you under the Contract where, subject to paragraph 10.6 and depending on the Plan you have purchased, we will diagnose defects in the Maintained Equipment and repair or replace the Maintained Equipment.

Extended Term: has the meaning given in paragraph 11.

Goods: the goods to be supplied by us to you under the Contract as part of the Concierge Support Services (including any remote management controllers or monitors).

Initial Term: has the meaning given in paragraph 11.

Installation: the installation of the System under a separate Project Scope.

Maintained Equipment: the equipment to be maintained by us as specified in the Services Specification.

Occupier: any tenant, occupier or user of any Property.

Plan: the plan for the Services being either standard, premium or prime (or such other standard or bespoke plans offered by us from time to time) which each have different features and benefits.

Property: a property (whether existing or unbuilt) for which the Services will be supplied and **Properties** shall be construed accordingly.

Project Scope: the separate written scope of the project for the installation of the System.

Services: together, the Set-Up Services, the Concierge Support Services, the Call-Out Services, the Equipment Maintenance Services and the Ancillary Services.

Services Specification: the written specification for the Services describing the scope of the Services and setting out the price of the Services (which may be a standalone services specification or part of the Project Scope).

Set-Up Services: the services to be supplied by us to you under the Contract to set-up, configure and commission the Concierge Support Services.

System: the network, hardware and software at each Property for which the Services will be provided as set out in the Services Specification or as otherwise agreed by you and us.

Takeover: the supply of the Services in relation to a System which has not been supplied or installed by us.

VAT: value added tax chargeable under English law for the time being and any replacement tax.

Website: the website found via the domain www.indigozest.co.uk (or such other website used by us from time to time).

Working Hours: 9am to 5pm Monday to Friday excluding bank and public holidays (UK time).

- 1.2. A reference to **we, us, our** or any similar term is to Indigozest Limited, incorporated and registered in England and Wales with company number 07242603 whose registered office is at Unit 7 Kings Park Industrial Estate, Primrose Hill, Kings Langley, Hertfordshire, England, WD4 8ST and whose VAT number is 128810907. Faraday is a trading name of Indigozest Limited. Where these Terms are issued under the Faraday brand, they are entered into by and are the responsibility of Indigozest Limited.
- 1.3. A reference to **you, your** or any similar term is to the person who is purchasing the Services from us.
- 1.4. A reference to a paragraph is to a paragraph of these Terms. Paragraph headings shall not affect the interpretation of these Terms.
- 1.5. A **person** includes a natural person, company, other body corporate (including a charitable company, charitable incorporated organisation, community benefit society and charitable corporation) or unincorporated body (whether or not having separate legal personality and including partnerships, unincorporated associations and charitable trusts).
- 1.6. A reference to **writing** or **written** includes e-mails.
- 1.7. Any words following the terms **including, include, 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.
- 1.8. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time.

2. THESE TERMS

- 2.1. **What these Terms cover.** These Terms comprise the terms and conditions on which we supply the Services to you.
- 2.2. **Why you should read these Terms.** Please read these Terms carefully. If you purchase the Services from us, you will be bound by these Terms in relation to such purchase.
- 2.3. **Application to businesses only.** Notwithstanding any other provision of these Terms, these Terms will only apply if you are a business customer (and not a consumer). You are a **consumer** (and, in which case, alternative terms and conditions would apply) if:
 - (a) you are an individual;
 - (b) you are purchasing the Services from us wholly or mainly for your personal use (and not for use in connection with your trade, business, craft or profession); and
 - (c) you are a **business customer** in all other circumstances.
- 2.4. **Entire Agreement.** These Terms (and any documents referred to in them) constitute the entire agreement between you and us in relation to your purchase of the Services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms (or any other documents referred to in them) and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms (and any other documents referred to in them).

3. CONTACTING US/YOU

- 3.1. **How to contact us.** You can contact us by telephoning 0333 305 5305 or by writing to us by e-mail (hello@indigozest.co.uk) or by post (Unit 7 Kings Park Industrial Estate, Primrose Hill, Kings Langley, Hertfordshire, England, WD4 8ST).
- 3.2. **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you, in each case, using the telephone number, e-mail address or postal address which you supply to us.

4. OUR CONTRACT WITH YOU

- 4.1. **How to buy the Services** You can buy the Services from us as part of an Installation or as part of a Takeover. Where you buy the Services from us as part of an Installation, we will usually discuss and agree the Services with you in person. Where you buy the Services from us as part of a Takeover, we will either discuss and agree the Services with you in person or you can order the Services from us via our Website.
- 4.2. **Project Scope and Services Specification.** The Project Scope and / or Services Specification sets out the detail of the Services you have purchased from us.
- 4.3. **How a Contract shall arise.** The contract between you and us for the supply of the Services shall come into force upon the earlier of:
 - (a) where you buy the Services as part of an Installation, upon acceptance of the Project Scope by you and us; or
 - (b) where you buy the Services after an Installation or as part of a Takeover, upon acceptance of the Services Specification by you; or
 - (c) by us starting to supply the Services to you,at which point, a contract for the supply and purchase of such Services (**Contract**) shall come into existence between you and us. These Terms shall apply to and be incorporated into the Contract.
- 4.4. **Validity of Services Specification and quotation.** A Services Specification is supplied by us to you on the basis that no Contract shall come into existence except pursuant to and in accordance with paragraph 4.3. Where the Services Specification is supplied with a Project Scope, it is valid for a period of 30 days from its date, provided that we have not previously withdrawn it.

- 4.5. **Multiple Properties.** Where these Terms apply to multiple Properties, there will only be one Contract between you and us and all the Properties are within the scope of that Contract. We may add additional Properties to the Contract by agreeing a Services Specification for those Properties with you. You can withdraw an individual Property from the Services by giving us at least 28 days' notice provided that we have supplied the Services for that Property for at least 12 months and provided that the notice expires at the end of the Initial Term or at the end of an Extended Term (see paragraph 11).

- 4.6. **Occupiers.** As you will hold the contract with each Occupier, you agree to flow the relevant provisions of these Terms down to each Occupier, that you are responsible for the acts and omissions of each Occupier, and to indemnify us for any claims made against us by any Occupier.

5. SCOPE OF SERVICES AND PLANS

- 5.1. **Scope of Services.** The Services we shall supply are the Set-Up Services, the Concierge Support Services and such Call-Out Services, Equipment Maintenance Services and Ancillary Services we agree to provide to you.
- 5.2. **Plans.** The scope of the Services we will supply to you is set out in the Plan you purchase from us. You can upgrade your Plan at any time.

You can downgrade your Plan by giving us at least 28 days' written notice and the downgrade will be effective from the start of the next Extended Term (see paragraph 11).

6. PROVISIONS RELATING TO THE SERVICES

- 6.1. **Co-operation and information.** You agree to provide us with all co-operation and information reasonably requested by us in connection with the Services. This includes providing us with access to each Property and System (both physically and remotely) so we can properly perform the Services. If access to any Property and / or System is not provided on time, we may charge you for the additional time we spend on the Services as an Ancillary Service at our prevailing hourly rates.
- 6.2. **The Property and System.** You confirm that you are the lawful owner or occupier of each Property and the lawful owner or user of each System and that you have the right to allow us to perform the Services in relation to the System at each Property.
- 6.3. **The internet.** As the Services are mainly provided remotely over the internet, it is your responsibility to make sure the internet is available at each Property, is working properly and that it is suitable for the receipt of the Services. If there are problems with the internet, you should contact your internet service provider.
- 6.4. **Our Goods.** To enable us to supply the Services, you must allow us to install the Goods at each Property, so that we are able to monitor, configure and maintain the relevant System being controlled, and you must allow us remote access (via the internet) to the Goods and the System throughout the term of the Contract.
- 6.5. You acknowledge that all Goods supplied by us in connection with the Services shall remain our property. If they are damaged, destroyed, lost or stolen (other than by our staff), you must reimburse us for the costs of replacing them and pay our reasonable charges for installing the replacement Goods.
- 6.6. You shall not allow any person except our staff to access, use, open up, maintain or interfere with any Goods without our written consent.
- 6.7. **Use of the Concierge Support Services.** When you make support requests to us, you and we agree to the following procedure:
 - (a) you will promptly provide us with all information and co-operation we require to resolve the problem and you will ensure that all the information you give to us is accurate and complete;
 - (b) we will do our best to resolve the problem remotely by email or, where we consider it appropriate, by telephone. As part of our remote assistance, we will advise you on the steps you should take to resolve the problem and you will follow and co-operate with our instructions; and
 - (c) if we cannot resolve the problem remotely within a reasonable time, we will, subject to paragraph 10.3, recommend one of our engineers attends the Property as part of the Call-Out Services, and, where the Call-Out Services are not included as part of your Plan, subject to payment of the applicable Charges for the Call-Out Services.
- 6.8. **Helpdesk availability.** The helpdesk is available for 'front line' support 8am to 9pm and 7 days per week or 24 hours per day and 7 days per week (depending on your support subscription plan. Where the problem cannot be resolved by the front line support team, it will be escalated to our specialist support team who are available during Working Hours. Whilst we will always respond to your requests as quickly as possible, we cannot guarantee that we will always be able to respond within set timeframes.
- 6.9. **Call-Out Services.** The Call-Out Services are provided during Working Hours only. If we agree with you that the Call-Out Services are to be provided outside Working Hours, you agree to

pay us the additional 'out of hours' Charges applicable to those Services.

- 6.10. **Engineer to door support.** For the engineer to door support the target timeframes start when we agree to send an engineer to the Property and end when the engineer arrives at the Property or when the videoconferencing support starts under paragraph 10.3.
- 6.11. **System replacement.** . Except for the Maintained Equipment as set out in paragraph 10.6, we are not responsible for replacing any part of the System under this Contract.
- 6.12. **Takeover services.** Where we provide the Services in relation to a Takeover where the System has been supplied wholly or partly by a supplier other than us, we shall have no liability to you for any faults with those parts of the System supplied by the other supplier.
- 6.13. **Anti-virus software.** You acknowledge that it is your responsibility to install and maintain appropriate anti-virus software to protect each System and that if you fail to do so the System could be infected with a virus which damages the System and / or the content held within the System.
- 6.14. **Back-ups.** You acknowledge that it is your or your Occupier's responsibility to maintain appropriate backups of all photographs and digital content and that if you or they fail to do so the photographs and digital content are at risk of being corrupted, lost, damaged or destroyed.

7. PROVISIONS RELATING TO THE APP

- 7.1. **Licence to use the App.** All intellectual property rights (including the copyright) and all other rights in the App shall be owned by us and our licensors. We grant you a non-exclusive, non-transferrable licence, without the right to grant sublicences, to permit the Authorised Users to download, install and use the App for the term of the Contract solely for their own purposes in connection with their use of the Services.
- 7.2. **System compatibility.** The App is not compatible with all Systems. Where the App is not suitable for your System (or for part of your System), you will still be able to use the other parts of the Services and you will still be required to pay us the Charges.
- 7.3. **App updates.** We may release updates and new versions of the App from time to time. You acknowledge that your use of the App may be conditional on you promptly downloading and installing the updates and new versions of the App which we release. If you do not promptly download and install such updates and new versions, you may not be able to use the App.
- 7.4. **New App.** We may replace the App with another application (**New App**) or we may remove the App altogether. If we replace the App, you will be required to download and install the New App and to accept the licence terms for the New App (which will be no more onerous than the terms of this paragraph 7). If we remove the App, you will still be able to use the other parts of the Services and you will still be required to pay us the full Charges.
- 7.5. **Third party sites and content.** The App may contain links to other independent websites and content which are not provided by us. Such independent sites and content are not under our control, and we are not responsible for them. You will need to make your own independent judgement about whether to use such independent sites and content, including whether to buy any products or services from them.
- 7.6. **Licence restrictions.** You agree that you will not (nor attempt to):
 - (a) rent, lease, sublease, loan, provide, or otherwise make available, the App in any form, whether in whole or in part, to any person without prior written consent from us;
 - (b) copy, translate, merge, adapt, vary, alter or modify the App, whether in whole or in part; or

- (c) except as permitted by law which is incapable of exclusion, disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the App.

7.7. Acceptable use restrictions. You agree that you will not (nor attempt to):

- (a) use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses or harmful data into the App;
- (b) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- (c) use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or
- (d) collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from our servers.

7.8. Passwords. You must keep your password to access and use the App confidential. If any third party discovers your password, or accesses your account information for the App, you must notify us immediately.

7.9. App availability. Whilst we will use reasonable endeavours to ensure the App is available 24 hours per day and 7 days per week, it is not possible to guarantee that this will always be the case, particularly as the App is delivered over the internet. If the App is interrupted or unavailable, we will restore it as quickly as we reasonably can and we shall not be liable to you for its interruption or unavailability.

7.10. Authorised Users. You must ensure each Authorised User is bound by and complies with the terms of this paragraph 7. You are responsible for the acts and omissions of the Authorised Users as if they were your own acts and omissions and you agree to indemnify us for any claims made against us by the Authorised Users.

7.11. App licensor. The App is provided by our licensor and their legal documentation is at <https://www.snapav.com/shop/en/snapav/legal>.

8. YOUR RIGHT TO MAKE CHANGES

If you wish to make a change to the Services Specification and (in consequence) the Services, please contact us as soon as possible. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the Charges, the timing for supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. All such agreed changes shall be recorded in writing.

9. OUR RIGHT TO MAKE CHANGES AND DELEGATION

9.1. Minor changes to the Services and to these Terms. We may from time to time make changes to the Services and / or to these Terms to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not have a material impact upon your use of the Services or your obligations under these Terms.

9.2. More significant changes to the Services and to these Terms. In addition, we may make more significant changes to the Services and / or to these Terms, but if we do so, we will notify you in advance and you may then either accept these changes or, if you wish, contact us within 1 month to end the Contract and the provisions of paragraph 12.2 shall apply.

9.3. Delegation to third parties. We may from time to time need to delegate the supply to you of certain discrete aspects of the Services to third parties who have the requisite skill, experience and capacity to do this. If we do so, we will remain responsible for ensuring the third parties comply with the terms of the Contract.

9.4. Use of artificial intelligence. We may use artificial intelligence, machine learning systems and other automated tools ("AI Tools") in connection with the provision of the Services, including for diagnostics, monitoring, support, design, documentation and communications.

We will use reasonable endeavours to ensure that any use of AI Tools is subject to appropriate human oversight and is consistent with our obligations under the Contract.

You acknowledge that outputs generated by AI Tools may not be error-free and may require review and verification.

10. SUPPLYING THE SERVICES

10.1. When we will supply the Services. Details of when we will supply the Services to you will be outlined in the Services Specification. We will use our reasonable endeavours to adhere to such timings, and any other timings agreed with you or set out in your Plan documentation, but you expressly acknowledge that the feasibility of doing so is often dependent upon the actions of other persons and the availability of access to the relevant Property and the System (see paragraph 10.12).

10.2. We are not responsible for delays outside our control. If our supply of the Services is prevented or delayed by an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the prevention or delay. Provided we do this, we will not be liable for preventions or delays caused by the event.

10.3. Remote Call-Out Services. If we are unable to attend the Property due to an event outside our control, we may provide the Call-Out Services remotely via videoconferencing facilities whenever possible.

10.4. Delivery of the Goods. We may need to deliver Goods to you in order to provide the Services. If the Goods are being delivered by us or our supplier direct to your business premises or to a Property and nobody is available at the relevant location to take delivery of the Goods, a note will be left informing you of how to rearrange delivery or collect the Goods. If you do not rearrange delivery or collect the Goods, you will be liable for any storage costs and further delivery costs arising as a result and, where we are unable to commence or complete the Services on time as a result, you will also be liable for our reasonable charges for rearranging the performance of the Services. If, as a result of your actions (or inactivity), the Goods are not delivered to you within a reasonable period following their despatch by us or our supplier, we may end the Contract and paragraph 13.2 will apply.

10.5. System performance. Whilst we will use reasonable endeavours to ensure the System is working properly and to promptly respond to requests for the Services, we cannot guarantee that the System will always be working properly, nor that we will always be able to fix problems, nor that problems will be fixed within set timeframes.

10.6. Equipment Maintenance Services. Where we have agreed to provide you with Equipment Maintenance Services, and you inform us that the Maintained Equipment is malfunctioning or has failed or is otherwise not in good working order ("Defect"), we will use reasonable endeavours to fix the Defect either remotely or while in attendance at the Property or alternatively we may remove the Maintained Equipment to fix the Defect off-site where we believe this is appropriate. You also agree to the following:

- (a) **Excluded Maintenance.** Where we are performing or have performed the Equipment Maintenance Services in circumstances where we identify that the Defect was caused by any of the Excluded Causes ("Excluded Maintenance"), we may charge, and you will pay, additional charges at our prevailing rates in respect of that work, including for the cost of all equipment and parts used in the work, and for all time spent by us on the work which shall be deemed Ancillary Services. You acknowledge that

we are not obliged to perform any Excluded Maintenance under these Terms;

- (b) **Replacement and spare parts.** In performing the Equipment Maintenance Services, we will not accept responsibility for sourcing and/or replacing items that exceed a sum up to £25,000 (excluding VAT) (whether individually or in aggregate for a particular job). Where we are unable to source items for less than this amount, we will promptly notify you and we will have the right to charge you for such items;
 - (c) **Consumables.** The Equipment Maintenance Services exclude the repair or replacement of consumables. If we provide Equipment Maintenance Services in relation to the repair or replacement of consumables, you must pay for the consumables and you must pay us the Charges at our prevailing rates for the work we carry out in respect of the consumables which shall be deemed Ancillary Services;
 - (d) **Emergency Maintenance Services.** Emergency Maintenance Services will be charged at the rate set out in the Services Specification (or, if not set out there, at our prevailing rates). The Charges shall be calculated, in the case of Emergency Maintenance Services that are performed remotely, from the time at which our relevant personnel commence performance of the Emergency Maintenance Services, and in the case of Emergency Maintenance Services that are performed at the Property, from when our personnel arrive at the Property until they leave the Property; and
 - (e) **Replacement Equipment.** If we do not believe the Defect in the Maintained Equipment can be repaired, or can only be repaired with disproportionate effort or cost, we may replace the Maintained Equipment. You acknowledge that whilst replacements will be of a similar standard and specification, they may not be "like for like" replacements. We will not replace Maintained Equipment where we identify the Defect was caused by any of the Excluded Causes.
- 10.7. **Exceptions.** You acknowledge that the Services shall not cover any problems caused by:
- (a) improper use or operation of the System;
 - (b) damage caused to the System wilfully or as a result of neglect;
 - (c) any actual or attempted additions, replacements, alterations, modifications, updates, upgrades, reconfiguration, maintenance or repairs made to the System by anybody except us without our written approval;
 - (d) matters external to the System including the failure of electrical power or internet services;
 - (e) interference from external sources not under our control including electrical equipment, power cables, data cables, radio waves, mobile phone signals, dust particles, light sources, changes to temperature or construction, furnishings and decorative work, or
 - (f) fault with hardware (to the exception of paragraph 10.6).
- 10.8. If there is a problem with the System and any of the circumstances set out in paragraph 10.7 apply, we will, where agreed between you and us in writing, provide you with the Ancillary Services to fix the problem and you agree to pay us the Charges for those Ancillary Services.
- 10.9. **System usage.** You acknowledge that all System usage matters are your responsibility and we shall have no liability to you for such matters (including ensuring alarms are set and fireplaces are turned off appropriately).
- 10.10. **Responsibility for the Goods.** You shall be responsible for the security and safekeeping of the Goods once they have been delivered to your business premises or a Property (unless they are damaged, destroyed, lost or stolen by our staff).
- 10.11. **Ownership of the Goods.** We always remain the owner of all Goods.

- 10.12. **If you do not allow us to supply the Services.** If we are not permitted access to a Property or its' System as arranged (and you do not have a good reason for this), we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the relevant Property, we may end the Contract and paragraph 13.2 will apply.
- 10.13. **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Services to you. We will contact you to ask you for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (see paragraph 13.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 10.14. **Reasons we may suspend the supply of the Services to you.** We may have to suspend the supply of the Services to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the Services to reflect changes in relevant laws and regulatory requirements; or
 - (c) make changes to the Services as requested by you or notified by us to you (see paragraphs 8 and 9).
- 10.15. **Your rights if we suspend the supply of the Services.** We will contact you in advance to tell you we will be suspending the supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the Services, we will extend the Contract period by an appropriate length of time. You may contact us to end the Contract for the Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one month and we will refund any sums you have paid in advance for the Services not supplied.
- 10.16. **We may also suspend supply of the Services if you do not pay.** If you do not pay us for the Services when you are supposed to (see paragraph 15.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will not suspend the Services where you dispute the unpaid invoice (see paragraph 15.7). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services, we can also charge you interest on your overdue payments (see paragraph 15.6).
- 10.17. **We may also suspend the Services for other reasons.** If you become subject to any of the events listed in paragraph 13.1(e) or (f), or if we reasonably believe you are about to become subject to any of them, we may suspend the supply of the Services. We will not charge you for the Services during the period for which they are suspended.
- 10.18. **Consequential issues.** You acknowledge that due to the nature of the Services, there are risks of consequential issues arising. For example, if we repair an item of equipment, it is possible another item of equipment will become faulty due to the fault with the first piece of equipment. If the consequential issue falls within the scope of your Plan or is caused by us, we will supply the Services in respect of the issue. In all other circumstances, you must pay us the Charges at our prevailing rates for any work we carry out which shall be deemed Ancillary Services.

11. TERM OF THE CONTRACT

11.1. **Contract Term.** The Contract shall commence on the date the Contract comes into force and shall continue for 12 months following completion of the Set-Up Services (**Initial Term**) and and thereafter shall automatically extend for 12 months (**Extended Term**), until terminated in accordance with these Terms.

11.2. Either party can end the Contract by giving the other party at least 3 months' written notice provided that the notice expires on or after the end of the Initial Term or the Extended Term.

12. YOUR RIGHT TO END THE CONTRACT

12.1. **Your rights to end the Contract.** You can end the Contract with us as set out in paragraph 11 or this paragraph 12.

12.2. **What happens if you have a good reason for ending the Contract.** You can end the Contract for a reason set out in subparagraphs (a) to (d) below. If you are ending the Contract for one of those reasons, unless you and we otherwise agree in writing, the Contract will end immediately and we will refund you for any Services which have been paid for but which have either not been supplied or have not been supplied properly. The reasons are:

- (a) we have told you about an upcoming change to the Services or these Terms which you do not agree to (see paragraph 9.2);
- (b) we have told you about an error in the price or description of the Services and you do not wish to proceed;
- (c) we have suspended the supply to you of the Services for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than one month; or
- (d) you have a legal right to end the Contract because of something we have done wrong.

12.3. **Returning Goods after ending the Contract.** At the end of the Contract, you must make the Goods available for collection by us at a reasonable time requested by us. If you fail to do so, you must reimburse us for the cost of the Goods.

12.4. **Stop using the App after ending the Contract.** You must immediately stop using the App and delete or remove the App from your devices once the Contract ends.

12.5. **Your rights to cancel the Call-Out Services.** You can cancel a booking for Call-Out Services at any time. However, if you cancel on less than 24 hours' notice, you must pay us the Cancellation Fee.

13. OUR RIGHT TO END THE CONTRACT AND WITHDRAWAL OF SERVICES

13.1. **We may end the Contract if you break it.** We may end the Contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to supply the Services;
- (c) you do not, within a reasonable time, allow the supply of the Services to you (including as a result of your failure to allow us access to any Property and / or any System);
- (d) you commit a material breach of any provision of these Terms and (if such breach is remediable) you fail to remedy that breach within 14 days of being notified in writing to do so;
- (e) you take any step or action in connection with entering personal bankruptcy, administration, provisional liquidation, dissolution or any composition or arrangement with your 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 your assets or ceasing to carry on business; or

- (f) your financial position deteriorates to such an extent that, in our opinion, your ability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

13.2. **You must compensate us if you break the Contract.** If we end the Contract in the situations set out in paragraph 13.1, we may charge you reasonable compensation for the losses and costs we will incur as a result of your breaking the Contract.

13.3. **We may withdraw the Services.** We may write to you to let you know that we are going to stop supplying any of the Services. We will provide you with reasonable notice in advance of our stopping the supply such Services and will refund any sums you have paid in advance for such Services which will not be supplied.

14. IF THERE IS A PROBLEM WITH THE SERVICES

How to tell us about problems. If you have any questions or complaints about the Services, please contact us. You can do so by using the contact details set out in paragraph 3.1. Our Complaints Procedure, which sets out how we handle complaints, the timescales within which we will respond, and your right to refer unresolved complaints to an independent certified alternative dispute resolution provider, is available at www.indigozest.co.uk/complaints or on request.

15. CHARGES AND PAYMENT

15.1. **Charges.** The charges payable by you to us for:

- (a) the Concierge Support Services and the Equipment Maintenance Services shall be set out in the Services Specification and / or Project Scope; and
 - (b) the Call-Out Services and the Ancillary Services shall be set out in the Services Specification and / or Project Scope (or, if not set out there, charged at our standard rates),
- together the "**Charges**".

15.2. **VAT.** All Charges shall be exclusive of VAT, which shall be payable by you at the prevailing rate. If the rate of VAT changes, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

15.3. **Expenses and disbursements.** In addition to the Charges, you agree to reimburse us for all reasonable out-of-pocket expenses and disbursements incurred by us in connection with the supply of the Services, including (without limitation) parking charges, congestion charges, ultra-low emission zone (ULEZ) charges, and road toll fees. Such expenses will be charged at cost and itemised on the relevant invoice.

15.4. **Expenses and disbursements.** In addition to the Charges, you agree to reimburse us for all reasonable out-of-pocket expenses and disbursements incurred by us in connection with the supply of the Services, including (without limitation) parking charges, congestion charges, ultra-low emission zone (ULEZ) charges, and road toll fees. Such expenses will be charged at cost and itemised on the relevant invoice.

15.5. **Period for which Concierge Support and Equipment Maintenance Services Charges are payable.** The Charges for the Concierge Support Services and Equipment Maintenance Services are payable by you from the date the Contract comes into force and throughout the term of the Contract..

15.6. **When you must pay and how you must pay.** Unless otherwise agreed with us in writing, we will invoice you for the Charges:

(a) for the Concierge Support Services and Equipment Maintenance Services for the Initial Term on or around the date the Contract comes into force and for each Extended Term no earlier than 14 days before the commencement of the Extended Term; and

(b) for the Call-Out Services (to the extent they are not included in the Charges for the Concierge Support Services) and the Ancillary Services when you book those Services or when we agree to provide those Services.

15.7. **Invoicing.** You must pay each invoice in full within 30 days after the date of the invoice to the bank account set out in our invoice.

15.8. **No right to set-off.** You must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of taxes as required by law).

15.9. **Payment appropriation.** Notwithstanding any reference, designation or instruction made by you on or in connection with any payment, we reserve the right to apply any payment received from you against any outstanding amounts due to us under the Contract or any other contract between us in such order as we see fit, including by applying payments against the oldest outstanding debt first.

15.10. **We can charge interest if you pay late.** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 5% a year above the base rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

15.11. **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. Provided you act in good faith, you will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15.12. **Changes to the Charges.** We may increase the Charges by up to 5% per year provided that we give you at least 2 months' written notice of the change and provided that the change takes effect at the end of the Initial Term or at the end of an Extended Term. In addition, we may increase the Charges at any time to pass through increased charges related to the Contract imposed on us by our third party service providers.

15.13. **Credit checks.** We may, at our discretion, carry out credit checks on you at any time before or during the term of the Contract (including by obtaining information from credit reference agencies).

(a) You agree to provide us with such information as we may reasonably request for this purpose.

(b) If, acting reasonably, we are not satisfied with your creditworthiness, we may:

I) require payment in advance or impose alternative payment terms;

II) suspend the supply of the Services; and/or

III) end the Contract in accordance with paragraph 13.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

16.10. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** Nothing in these Terms shall limit or exclude our liability for:

(b) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors (as applicable);

(c) fraud or fraudulent misrepresentation; or

(d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

16.11. **Exclusion of certain statutory implied terms.** Except to the extent expressly stated in paragraph 16.1, all terms implied by law are excluded from these Terms.

16.12. Subject to paragraph 16.1:

(b) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise:

I) for any loss of profit, loss of business, business interruption, or loss of business opportunity; or

II) for any indirect or consequential loss arising under or in connection with the Contract; or

III) for any loss or damage that you could have avoided by following our advice to apply an update offered to you or for damage that was caused by you failing to correctly follow any instructions, failing to have in place the minimum system requirements advised by us, failing to have adequate anti-virus software in place, or failing to maintain appropriate backups of content; and

b) our total liability to you for all other losses arising under or in connection with the Contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of £1,500 (one thousand five hundred pounds) or 100% of the total Charges paid by you for the Services under the Contract in the 12 month period before the claim arose.

17. DATA PROTECTION

17.1. **How we will use your personal information.** We will use the personal information you and your Authorised Users and Occupiers provide to us:

(a) to supply the Services to you; and

(b) to process your payment for the Services.

17.2. We will handle your and your Authorised Users and Occupiers' personal information in accordance with our Privacy Notice as updated by us from time to time, the current copy of which is available here https://www.indigozest.co.uk/privacy_policy/. You agree to provide a copy of our Privacy Notice to your Authorised Users and Occupiers.

17.3. **We will only give your personal information to third parties where the law either requires or allows us to do so.**

17.4. Where we process Personal Data related to the Occupiers on your behalf, you are the Data Controller and we are the Data Processor. We agree that:

(a) we will only process the Personal Data on your documented instructions and for the purposes of performing the Services;

(b) we will ensure that all persons authorised by us to process the Personal Data are bound by appropriate obligations of confidentiality;

- (c) we will implement appropriate technical and organisational security measures to protect the Personal Data;
 - (d) we will, where we engage a sub-processor, ensure they are bound by obligations equivalent to this paragraph 17.4 and we will be responsible for the acts and omissions of our sub-processors;
 - (e) we will provide you with reasonable assistance at your request to ensure you comply with your obligations under data protection law;
 - (f) we will delete the Personal Data after the end of the provision of the Services (unless required otherwise by law); and
 - (g) we will make available to you the information you reasonably request to demonstrate our compliance with this paragraph 17 and we will allow you to carry out audits at reasonable times and on reasonable notice to verify our compliance with this paragraph 17.
- 17.5. You agree to reimburse our reasonable costs incurred under paragraphs 17.4(e) and 17.4(g).
- 17.6. You agree that we may appoint sub-processors to provide the Services. Where we make a change to our sub-processors, we will notify you (which may include notification on our Website) so you have the opportunity to raise any concerns you might have with us.
- 17.7. The processing of Personal Data that will take place is as follows:

Subject-matter and purpose of the processing: the Personal Data will be processed for the purposes of performing the Services.

Duration of the processing: the Personal Data will be processed throughout the term of the Contract plus for a short period afterwards to allow it to be deleted.

The nature of the processing: the collection, storage, accessing, using, and deleting of the Personal Data.

Categories of data subject and types of personal data: names, contact details, and system usage information related to the Occupiers.

18. OTHER TERMS

- 18.1. **Intellectual property rights.** As between you and us, all intellectual property rights (including the copyright) and all other rights in the materials we create as part of the Services (including the Services Specification) shall be owned by us. We hereby grant to you an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make use of all the materials to such extent as is necessary to enable you to make reasonable use of the Services.
- 18.2. **We may transfer our rights and obligations to someone else.** We may transfer our rights and obligations under these Terms to another person. We will always tell you in writing if this happens

and we will ensure that the transfer will not affect your rights under the Contract.

- 18.3. **Requirement to obtain our consent if you wish to transfer your rights and obligations to someone else.** You may only transfer your rights or your obligations under these Terms to another person with our written consent.
- 18.4. **Nobody else has any rights under the Contract.** The Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.5. **If a court finds part of the Contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.6. **Even if we delay in enforcing the Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to supply the Services, we can still require you to make the payment at a later date.
- 18.7. **Which laws apply to these Terms and where you may bring legal proceedings.** Any dispute or claim arising out of or in connection with these Terms and the Contract or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle such dispute or claim.
- 18.8. **Customer Behaviour.** You agree to ensure that your employees, contractors, tenants, occupiers and representatives treat our staff, engineers and representatives with respect and courtesy at all times. We will not tolerate abusive, threatening, discriminatory or otherwise unreasonable behaviour (whether verbal, written or physical). If such behaviour occurs, we may:
- (a) suspend the supply of the Services immediately;
 - (b) require that future communications are made only in writing; and/or
 - (c) end the Contract with immediate effect by giving written notice to you.
- 18.9. **Consequences of Termination.** If we end the Contract under paragraph 18.8, you must pay us any outstanding Charges for Services supplied up to the date of termination. We may also deduct or charge you reasonable compensation for the net costs we incur as a result of such behaviour.