

Total Support Services (Security) Ltd*Valid from July 2026***PART 1 — SUPPLY, INSTALLATION & SITE WORKS TERMS (for Customers)**

These Terms apply when Total Support Services (Security) Ltd ("we", "us", "our") supplies goods (the "Equipment") and/or services (the "Services") to a customer when the customer is acting in the course of a business ("you", "your", the "Client"), whether directly, via an intermediary, or as a subcontractor. By placing an order, accepting our quotation, issuing a purchase order, or allowing us to begin work, you agree to be bound by these Terms. (*These terms do not apply to consumers*)

1. Definitions

Contract: the agreement between you and us comprising our quotation or order confirmation, these Terms, and any documents expressly incorporated.

Equipment: any products, materials, or components we supply.

Services: installation, commissioning, design work, labour, inspections, maintenance, or related activities we perform.

Site: the location where Services are performed or Equipment is delivered/installed.

Law: all applicable statutes, regulations, codes, and guidance in force in England and Wales.

2. Quotations & Acceptance

2.1 Our quotations are valid for 30 days unless stated otherwise.

2.2 A Contract is formed when you accept our quotation in writing, issue a purchase order, or permit us to commence work.

2.3 If we are engaged as a subcontractor, the subcontract order governs scope and payment terms in conjunction with these Terms, unless a separate written subcontract is agreed.

2.4 Any requested changes after acceptance will be treated as variations and may be chargeable.

3. Scope of Works

3.1 We will deliver the Equipment and/or perform the Services as described in our quotation or your order.

3.2 When subcontracted, our obligations are limited strictly to the scope stated in the subcontract order.

3.3 Any items not expressly included—such as remedial works, additional materials, or extra labour/visits—will be treated as variations.

4. Subcontracting

4.1 We may appoint competent subcontractors to deliver part or all of the Services without further approval.

4.2 We remain responsible for the performance of our subcontractors in relation to the Services we provide.

4.3 No contractual relationship is created between you and our subcontractors.

5. Client Responsibilities

5.1 You must provide safe, unobstructed access to the Site during agreed working hours and ensure adequate welfare facilities and utilities (power, lighting, water) where reasonably required.

5.2 Where we work under a main contractor, they (or you) must coordinate all trades and ensure the Site is suitably prepared.

5.3 You are responsible for Site compliance with applicable health and safety laws and for providing all pre-construction information and permits unless agreed otherwise.

5.4 You must inform us of known hazards, restrictions, or special Site rules before we attend.

5.5 Delays, obstructions, or additional costs arising from Site conditions, other trades, or lack of access will be chargeable at our standard rates.

6. Delivery, Risk & Installation

6.1 Any delivery or installation dates are estimates only. We are not liable for delay caused by supply chains, weather, other trades, or events beyond our control.

6.2 Risk in Equipment transfers to you upon delivery to the Site. You are expected to hold sufficient insurance cover to the value of goods delivered.

6.3 Title (ownership) in Equipment remains with us until we receive payment in full. We retain the right to recover unpaid goods and identify goods as our property until such time as the goods are paid for in full.

6.4 If we cannot complete works due to Site conditions or other parties, additional attendance/return visit charges will apply.

6.5 We will take reasonable care during installation and comply with applicable health and safety requirements.

6.6 Works shall be deemed accepted upon:

(a) written acceptance;

(b) beneficial use;

(c) 7 days after notification of completion if no material defects are notified.

7. Prices & Payment

7.1 Prices are as set out in our quotation or order confirmation and exclude VAT unless stated otherwise.

7.2 Unless agreed otherwise in writing by a director, payment terms are 30 days from the date of our invoice.

7.3 Where we act as a subcontractor, agreed subcontract payment terms apply.

7.4 We reserve the right to claim statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

7.5 We may suspend all obligations under any contract or agreement with the Client until all overdue payments are made.

7.6 Orders exceeding agreed credit limits may be suspended, delayed or rejected until satisfactory payment arrangements have been made and the account is brought within the approved credit limit

7.7 No payment obligation owed to us shall be contingent upon our receipt of payment from any third party unless otherwise expressly agreed in writing by a director.

8. Variations & Additional Charges

8.1 All variations must be confirmed in writing.

8.2 Additional charges may apply where: (a) unforeseen Site conditions are encountered; (b) delays are caused by others; (c) re-visits or abortive attendance is required; (d) you instruct changes to scope.

8.3 Variations instructed by intermediaries or main contractors will be charged to the instructing party unless agreed otherwise.

9. Warranty

9.1 We warrant our workmanship and Equipment for 12 months from installation completion unless manufacturer terms specify a longer or shorter period.

9.2 The warranty excludes: (a) misuse, neglect, accidental damage; (b) interference by third parties; (c) environmental/external damage; (d) normal wear and tear.

9.3 Warranty is void if Equipment is repaired, altered, relocated, or affected by others without our written approval within the warranty period or while the Equipment remains subject to any maintenance, service or monitoring agreement with us.

9.4 Warranty claims must be made in writing with reasonable details of the issue.

9.5 The warranty period shall commence on the earlier of:

(a) commissioning of the Equipment by us; or

(b) the date our works are practically complete but commissioning is delayed due to services, utilities, access or works required from the Client or third parties.

10. Liability

10.1 Our total aggregate liability arising out of or in connection with the Contract shall not exceed the total sums actually paid or payable under the Contract.

10.2 We are not liable for indirect or consequential loss, including, loss of profit, loss of revenue, loss of business, loss of anticipated savings, loss of goodwill, loss of contracts or loss of data.

10.3 Nothing limits or excludes liability for death or personal injury caused by negligence, fraud, or any liability which cannot be limited by law.

10.4 We shall have no liability for faults, failures, performance issues or damage caused by any third party who has altered, modified, repaired, maintained or otherwise interfered with the Equipment or Services without our prior written approval.

10.5 Fault calls and service visits do not guarantee repairs or resolutions first time; it may be necessary for additional attendances to identify and rectify the issue. Such additional attendances shall be chargeable.

10.6 No claim may be brought against us more than 12 months after completion of the Services.

Disclaimer

The Client acknowledges that security systems reduce but do not eliminate the risk of loss, theft, intrusion, damage or harm. No security system can guarantee prevention or detection of every incident. The Client remains responsible for maintaining adequate insurance cover.

11. Cancellation & Termination

11.1 If you cancel the Contract, you will be liable for all costs we have reasonably and irrevocably incurred up to the date of cancellation, plus a reasonable allowance for loss of profit on the cancelled portion.

11.2 We may terminate with immediate effect if: (a) payments are overdue; (b) Site conditions are unsafe; (c) you become insolvent; or (d) you commit a material breach and (if remediable) fail to remedy within 7 days.

11.3 Where we are subcontracted and the main contract terminates, our subcontract terminates automatically.

12. Force Majeure

12.1 Neither party is liable for delay or failure caused by events beyond reasonable control. If such event prevents performance for more than 4 weeks, either party may terminate the affected part of the Contract by written notice.

13. Dispute Resolution

13.1 If any dispute arises out of or in connection with the Contract, the parties shall first attempt in good faith to resolve the dispute through discussions between appropriately authorised representatives.

13.2 If the dispute is not resolved within 14 days of written notice of the dispute, either party may refer the matter to a director or senior manager of each party for further discussion.

13.3 If the dispute has not been resolved within 28 days of the referral under clause 13.2, either party may propose that the dispute be submitted to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure or another mediation procedure agreed by the parties.

13.4 Nothing in this clause shall prevent either party from seeking injunctive relief or commencing court proceedings where necessary to protect its position.

13.5 For construction contracts to which the Housing Grants, Construction and Regeneration Act 1996 applies, either party shall have the right to refer a dispute to adjudication at any time.

13.6 If the dispute is not resolved through mediation or adjudication (where applicable), either party may commence proceedings in the courts of England and Wales.

14. Governing Law

14.1 These Terms and any dispute or claim arising out of or in connection with them are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

15. Construction (Design and Management) Regulations 2015 (CDM)

15.1 Where works fall under the CDM Regulations 2015, each party shall comply with its respective duties.

15.2 Our duties may include: (a) Contractor/Subcontractor duties for site works; (b) Designer duties where we specify or select Equipment affecting construction, installation, or future use; (c) Principal Contractor duties only where formally appointed in writing.

15.3 Nothing in this Contract shall be interpreted as appointing TSS as Principal Designer or Principal Contractor unless expressly agreed in writing and signed by a director.

15.4 You (or your main contractor) must provide all relevant pre-construction information and ensure overall coordination and appointments required under CDM.

15.5 We will prepare RAMS and standard documentation for our scope; additional or bespoke documentation may be chargeable.

15.6 We are not liable for delays or costs caused by failures of you or your main contractor to meet CDM obligations.

15.7 Where we act as a subcontractor, our CDM duties are limited to our defined activities.

16. Protection of Our Plant, Tools, Temporary Equipment & Materials

16.1 All plant, tools, temporary fencing, scaffolding, equipment, and materials we bring to or install on the Site ("Temporary Equipment") remain our property unless otherwise agreed in writing.

16.2 You are responsible for the security and protection of Temporary Equipment while it remains on Site, including periods when we are not present.

16.3 If Temporary Equipment is damaged, lost, misused, or interfered with by others, you are fully liable for repair, reinstatement, or replacement costs, including labour, transport, and downtime to the extent caused by the Client, its employees, contractors or other persons under its control.

16.4 We are not responsible for safeguarding Temporary Equipment outside our working hours.

16.5 Any delays arising from such damage will be chargeable at our standard rates.

16.6 You must not move, use, or alter Temporary Equipment without our written approval.

17. Protection of Finished & Part-Finished Works

17.1 We will take reasonable care to protect any completed or part-completed works during our installation activities.

17.2 Once our works (or any identifiable part) are installed, completed, or temporarily left in place, you are responsible for their ongoing protection, particularly where other trades continue working.

17.3 We are not responsible for supervising or protecting completed or partial works when we are not on Site.

17.4 Any damage, interference, contamination, or alteration caused by others—including contractors, employees, or external conditions to the extent caused by the Client, its employees, contractors or persons under its control, will be your responsibility. All repair, reinstatement, replacement, delay, and additional visit costs will be chargeable.

17.5 You accept responsibility for the protection of our completed or part-completed works until final handover.

18. Confidentiality & Intellectual Property

18.1 Each party shall keep confidential all information disclosed by the other that is marked confidential or would reasonably be considered confidential.

18.2 Unless otherwise agreed, we retain ownership of all intellectual property in our designs, drawings, documents, software, and methodologies. We grant you a non-exclusive licence to use deliverables solely for operating and maintaining the Equipment at the Site.

19. Data Protection & Compliance

19.1 Each party shall comply with applicable data protection laws, the Data Protection Act 2018 & UK GDPR. You shall promptly notify us of any data breach relating to our personnel or systems arising at the Site.

19.2 Each party shall comply with applicable anti-bribery, anti-slavery, export control and sanctions laws and maintain appropriate policies and training

20. Entire Agreement

20.1 This Contract constitutes the entire agreement between the parties and supersedes all previous discussions, negotiations, representations and agreements relating to its subject matter.

20.2 Each party acknowledges that it has not relied on any statement or representation not expressly set out in this Contract.

20.3 Nothing in this clause limits or excludes liability for fraud or fraudulent misrepresentation.

PART 2 — PURCHASE TERMS (for Suppliers)

Valid from July 2026

These Purchase Terms apply when Total Support Services (Security) Ltd ("TSS", "we", "us", "our") purchases goods and/or services from a third-party supplier (the "Supplier"). They are incorporated into all purchase orders issued by us and prevail over any Supplier terms unless a director of TSS expressly agrees otherwise in writing. Acceptance of our purchase order, commencement of performance, or delivery of any goods/services constitutes acceptance of these Purchase Terms.

1. Definitions

Contract: the legally binding agreement between TSS and the Supplier comprising the purchase order ("PO"), these Purchase Terms, and any documents expressly incorporated by reference.

Goods: all products, materials, equipment, and deliverables to be supplied by the Supplier under the Contract.

Services: all services (including design, installation, commissioning, and support) to be provided by the Supplier.

Site: any delivery address and/or location where Services are performed.

Law: all applicable statutes, regulations, bye-laws, codes of practice, industry standards, and guidance in force from time to time in England and Wales.

2. Applicability & Order of Precedence

2.1 These Purchase Terms apply to every PO issued by TSS unless superseded by a separate written agreement signed by a TSS director.

2.2 Order of precedence (highest first): (a) a master/supply agreement signed by a TSS director; (b) the PO (including any schedule/specification expressly referenced); (c) these Purchase Terms.

2.3 Any Supplier terms printed on quotations, acknowledgements, delivery notes, invoices, catalogues, or otherwise are rejected and shall have no legal effect unless expressly accepted by TSS in writing.

3. Purchase Orders & Changes

3.1 The Contract is formed on the earlier of:

- (a) Supplier acceptance;
- (b) commencement of performance; or
- (c) delivery of Goods.

The Supplier must promptly acknowledge receipt and notify any discrepancy within 2 working days.

3.2 TSS may vary or cancel a PO (in whole or part) before delivery/performance. Where TSS cancels for convenience, TSS shall pay reasonably incurred, evidenced direct costs unavoidably incurred as a result of the cancellation, but no loss of profit on undelivered Goods/Services.

3.3 No change to a PO is valid unless issued by TSS in writing.

4. Supplier Obligations

4.1 The Supplier shall supply the Goods/Services: (a) in the quantities and by the dates specified in the PO; (b) in accordance with the specification; (c) with reasonable skill and care and in accordance with Law and good industry practice.

4.2 Goods shall be of satisfactory quality (Sale of Goods Act 1979), fit for any purpose made known to the Supplier, free from defects in design, material and workmanship, and conform to any samples and descriptions.

4.3 The Supplier shall ensure proper packaging, labelling, handling, storage and transport, and provide all instructions, certifications and safety information.

4.4 The Supplier will obtain and maintain all licences, permits and authorisations necessary to perform the Contract.

4.5 The Supplier shall comply with TSS site rules, health and safety requirements, and any reasonable instructions of TSS while on Site.

5. Delivery, Performance & Inspection

5.1 Time is of the essence for delivery/performance unless stated otherwise. Delivery shall be DDP (Incoterms 2020) to the Site/address on the PO unless agreed otherwise.

5.2 The Supplier shall notify TSS immediately of any delay or likely delay and take all reasonable steps to mitigate it.

5.3 TSS may inspect and test Goods/Services at any time before acceptance. TSS may reject non-conforming Goods/Services and require repair, replacement, or re-performance at the Supplier's cost, or cancel the PO without liability.

5.4 Title and risk shall pass to TSS on delivery/acceptance as stated on the PO. If not stated, risk passes on delivery to the Site and title on acceptance by TSS.

5.5 If delivery/performance is not completed by the date on the PO (or within 90 days if no date is stated), TSS may terminate the Contract immediately without liability, without prejudice to any other rights.

6. Price, Invoicing & Payment

6.1 Prices are fixed and inclusive of packaging, insurance, delivery, and all other charges unless the PO states otherwise.

6.2 The Supplier shall issue a valid VAT invoice quoting the PO number and providing reasonable supporting information. For Goods, invoice on or after delivery; for Services, invoice monthly in arrears (unless the PO states otherwise).

6.3 TSS will pay undisputed sums within 30 days following the month of receipt of a valid invoice, to the bank account nominated by the Supplier.

6.4 TSS may set off any sums due from the Supplier against any sums payable to the Supplier.

6.5 No additional charges or price increases apply unless agreed by TSS in writing.

7. Warranties & Remedies

7.1 The Supplier warrants that Goods/Services shall conform to the Contract and be free from defects for 12 months from acceptance (or longer if stated by manufacturer).

7.2 If Goods/Services do not comply, TSS may at its option require repair, replacement, re-performance, price reduction, or refund. These remedies are in addition to, and not in substitution for, any other rights of TSS.

8. Indemnity & Insurance

8.1 The Supplier shall indemnify and keep TSS indemnified in full against all losses, liabilities, costs, and expenses (including legal fees) reasonably incurred arising out of or in connection with: (a) breach of the Contract; (b) negligence or wilful misconduct; (c) infringement of third-party intellectual property rights; (d) personal injury, death, or property damage caused by the Supplier.

8.2 The Supplier shall maintain, at its own cost, appropriate insurance cover (including public/products liability and employers' liability) with reputable insurers and provide evidence on request.

9. Confidentiality, Data & Compliance

9.1 The Supplier shall keep confidential all information disclosed by TSS and use it solely for performing the Contract.

9.2 The Supplier shall comply with applicable data protection laws and promptly notify TSS of any personal data breach relating to the Contract.

9.3 The Supplier shall comply with all applicable anti-bribery, Modern Slavery Act 2015, export control, and sanctions laws and have policies and training in place to ensure compliance.

10. Termination

10.1 TSS may terminate the Contract immediately by notice if: (a) the Supplier commits a material breach and fails to remedy within 7 days; (b) the Supplier becomes insolvent; (c) there is a persistent breach; or (d) delivery/performance is unreasonably delayed.

10.2 Termination shall not affect accrued rights or remedies. On termination, the Supplier shall immediately cease use of TSS confidential information and deliver up any materials belonging to TSS.

11. General Provisions

11.1 Force Majeure: Neither party is liable for failure or delay caused by events beyond reasonable control; if affecting the Supplier for over 4 weeks, TSS may terminate without liability.

11.2 Assignment/Subcontracting: The Supplier shall not assign or subcontract without TSS prior written consent.

11.3 Notices: Notices must be in writing and delivered by first-class post or email to the addresses specified on the PO.

11.4 Waiver & Severance: No failure to enforce is a waiver; invalid provisions are severed without affecting the remainder.

11.5 Third Party Rights: No third party has rights under the Contract (Contracts (Rights of Third Parties) Act 1999).

11.6 Governing Law & Jurisdiction: English law applies; the courts of England and Wales have exclusive jurisdiction.

11.7 Precedence: If TSS issues separate terms in a tender/quotation/contract, those terms override these Purchase Terms to the extent of any conflict.

Total Support Services (Security) Ltd