

**CAPSTAN SECURITY (WESSEX) LIMITED**  
**Standard Terms for the Supply of Products and Services to Consumers**

**1. THESE TERMS**

1.1. What these terms cover. These are the terms and conditions referred to in our quotation ("Quotation") and our order confirmation form ("Order Confirmation") and on which we will supply products or services to you.

1.2. Why you should read them. Please read these terms, our Quotation and our Order Confirmation carefully before you submit your order to us. These terms tell you who we are, how we will provide products and/or services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

**2. INFORMATION ABOUT US AND HOW TO CONTACT US**

2.1. Who we are. We are Capstan Security (Wessex) Limited (company number 03912958) whose registered office address is 275 Lymington Road, Highcliffe, Christchurch, Dorset, BH23 5EB

2.2. How to contact us. You can contact us by telephoning our customer service team at 01425 270527 or by emailing us at info@capstansecurity.org.uk.

2.3. How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

**3. OUR CONTRACT WITH YOU**

3.1. How we will accept your order. You can confirm your order by signing our Order Confirmation. Our acceptance of your order will take place on the date on which we sign and send you the Order Confirmation, at which point a contract will come into existence between you and us.

3.2. If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product or the services. This might be (without limitation) because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for because we have identified an error in the price or description of the product or the services or because we are unable to meet a delivery deadline you have specified.

3.3. Your order number. We will assign a reference number to your order and will appear on the Order Confirmation. It will help us if you can tell us the reference number whenever you contact us about your order.

3.4. We only sell to the UK. Our catalogue, brochures and website are solely for the promotion of our products or services in the UK. Unfortunately, we do not accept orders from and neither do we deliver or provide services to addresses outside the UK.

**4. OUR PRODUCTS**

4.1. Products may vary slightly from their pictures. Any images of the products in our brochure and / or on our website are for illustrative purposes only. The product that you receive may vary slightly from those images.

4.2. Product packaging may vary. The packaging of the product may vary from that shown on images on our website and / or in our catalogue or brochure.

**5. OUR RIGHTS TO MAKE CHANGES**

5.1. Minor changes to the products or the services. We may change the product or the services:

5.1.1. to reflect changes in relevant laws and regulatory requirements; and

5.1.2. to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product or the services.

5.2. More significant changes to the products or the services or these terms. We may make changes to these terms or the product or the services, but if we do so we will notify you and you may then contact us to end the contract before any of these changes take effect and receive a refund in accordance with clause 7.3.

**6. PROVIDING THE PRODUCTS AND THE SERVICES**

6.1. Delivery costs. The cost of delivery (if any) will be set out on our Order Confirmation.

6.2. When we will provide the products or services

6.2.1. In the case of the sale of the Products only we will deliver the Products to you as soon as reasonably possible and we will contact you with an estimated delivery date which will be within (30) days after the day on which we accept your offer.

6.2.2. In the case of one-off services, we will agree a date with you to begin the services and an estimate completion date for

the services and confirm those dates to you in writing when we sign and send you the Order Confirmation.

6.2.3. In the case of ongoing services we will begin the services on the date set out in the Order Confirmation and we will supply the services to you until either you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 8.

6.3. We are not responsible for delays outside our control. If our supply of the products or the performance of services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products or services you have paid for but not yet received.

6.4. If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will normally leave you a note informing you of how to rearrange delivery or to collect the products from a local depot.

6.5. If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for any further reasonable delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 8.2 will apply.

6.6. If you do not allow us access to provide services. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional reasonable costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 8.2 will apply.

6.7. Your legal rights if we deliver late. You have legal rights if we deliver any products late. If we miss the delivery deadline for the delivery of any products then you may treat the contract as at an end straight away if any of the following apply:

6.7.1. we have refused to deliver the products;

6.7.2. delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

6.7.3. you told us before we accepted your order that delivery within the delivery deadline was essential.

6.8. Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 6.7, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

6.9. Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under clause 6.7 or clause 6.8, you can cancel your order for any of the products or reject products that have been delivered. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you will have to return them to us or allow us to collect them.

6.10. When you become responsible for the product. The product, which is described in the Order Confirmation, will be your sole responsibility from the time we deliver the product to the address you give us on the Order Confirmation.

6.11. When you own goods. You own a product which is described in the Order Confirmation once we have received payment in full. However, the Remote Signalling System, being the system connected to standard telecom exchange lines for the purpose of sending data from an alarm to a remote location, is and shall at all times remain our sole property.

6.12. What will happen if you do not give required information to us. We may need certain information from you (for example, your chosen delivery address etc.) so that we can supply the products and/or the services to you. This will be required as part of the Order Confirmation. 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 clause 8.1) 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 products 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.

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- 6.13. Reasons we may suspend the supply of products or the services to you. We may have to suspend the supply of a product or the services to:
- 6.13.1. deal with technical problems or make minor technical changes;
  - 6.13.2. update the product or the services to reflect changes in relevant laws and regulatory requirements; and / or
  - 6.13.3. make changes to the product or the services as requested by you or notified by us to you (see clause 5).
- 6.14. Your rights if we suspend the services or the supply of products. We will contact you in advance to tell you we will be suspending the supply of the product or the services, unless the problem is urgent or an emergency. If we have to suspend the supply of products or the services we will adjust the price so that you do not pay for products or services while they are suspended. You may contact us to end the contract if we suspend the supply of products or services, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the products or the services in respect of the period after you end the contract.
- 6.15. We may also suspend the services or the supply of the products if you do not pay. If you do not pay us for the products or the services when you are supposed to (see clause 10.4) and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend supply of the products and/or the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products and/or the services. We will not suspend the products or the services where you dispute an unpaid invoice (see clause 10.6). We will not charge you for the products or the services during the period for which they are suspended. As well as suspending the products or the services we can also charge you interest on your overdue payments (see clause 10.5).
- 7. YOUR RIGHTS TO END THE CONTRACT**
- 7.1. You can always end the contract for the supply of a product before it has been completed. You may contact us to end your contract for the purchase of a product at any time before we have delivered it or completed supplying it and you have paid for it, but in some circumstances we may charge you for doing so, as described below. Of course, you always have rights where a product is faulty or miss-described (see clause 9, "If there is a problem with the products").
- 7.2. You can always end the contract before the services have been supplied and paid for. You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.
- 7.3. What happens if you have a good reason for ending the contract. If you are ending a contract for a reason set out at 7.3.1 to 7.3.5 below the contract will end immediately and we will refund you in full for any products or services which have not been provided or have not been provided properly. The reasons are:
- 7.3.1. we have told you about an upcoming change to the product or the services or these terms which you do not agree to (see clause 5.2);
  - 7.3.2. we have told you about an error in the price or description of the product or the services you have ordered and you do not wish to proceed;
  - 7.3.3. there is a risk that supply of the products or the services may be significantly delayed because of events outside our control;
  - 7.3.4. we have suspended the services or supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
  - 7.3.5. you have a legal right to end the contract because of something we have done wrong (but see clause 6.7 in relation to your rights to on end the contract if we deliver late).
- 7.4. What happens if you end the contract without a good reason.
- 7.4.1. In the case of the sale of products and one-off supply of services, the contract will end immediately if you are not ending the contract for one of the reasons set out in clause 7.3. We will refund any sums paid by you for products not provided but we may deduct from that refund reasonable compensation for the net costs we incur as a result of your ending the contract.
  - 7.4.2. In the case of ongoing services, unless you have a right to end the contract immediately (see clause 7.3), the contract will not end until 90 days after the day on which you contact us. We will refund any advance payment you have made for services which will not be provided to you. For example, if you tell us you want to end the contract on 4 February the services we provide will stop on 3 May. We will only charge you for services up to 3 May and will refund any sums you might have paid in advance for services after 3 May.
- 7.5. Returning products after ending the contract. If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us at 275 Lymington Road, Highcliffe, Christchurch, Dorset, BH23 5EB. If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.
- 8. OUR RIGHTS TO END THE CONTRACT**
- 8.1. We may end the contract if you break it. We may end the contract at any time by writing to you if:
- 8.1.1. you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
  - 8.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products or the services, for example (without limitation) your address for delivery;
  - 8.1.3. you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
  - 8.1.4. you do not, within a reasonable time, allow us access to your premises to supply the services.
- 8.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for products or services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 8.3. We may withdraw the product or stop providing the services. We may write to you to let you know that we are going to stop providing the product or the services. We will let you know at least 90 days in advance of our stopping the services or the supply of the product and will refund any sums you have paid in advance for services products which will not be provided.
- 9. IF THERE IS A PROBLEM WITH THE PRODUCT OR THE SERVICES**
- 9.1. How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can write to us at [info@capstansecurity.org.uk](mailto:info@capstansecurity.org.uk).
- 9.2. Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products which we supply to you. Nothing in these terms will affect your legal rights.
- This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. If your product is goods, for example an alarm or a cctv camera, the Consumer Rights Act 2015 says the goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:
- up to 30 days: if your goods are faulty, then you can get an immediate refund;
  - up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most case,;
  - up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.
- If your product is services, the Consumer Rights Act 2015 says:
- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
  - if you haven't agreed a price beforehand, what you're asked to pay must be reasonable;
  - if you haven't agreed a time beforehand, it must be carried out within a reasonable time.
- 9.3. Your obligation to return rejected products. If you wish to exercise your legal rights to reject products then you must either return

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- them in person to where you bought them, post them back to us or allow us to collect them for you.
- 9.4. Our guarantee in addition to your legal rights. We offer the following guarantee for a period of 12 months from the date of the Order Confirmation:  
If there is any defect in the product or the services, then:
- if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will refund the price you have paid for the product or the services; or
  - in all other circumstances we will use every effort to repair or fix the defect free of charge, without significant inconvenience to you, as soon as we reasonably can. If we fail to remedy the defect within a reasonable time we will refund the price you have paid for the product or the services.
- 9.5. The guarantee set out in clause 9.4 above is in addition to your legal rights (as referred to in clause 9.2) and does not affect them.
- 9.6. Transferring our guarantee. You may transfer our guarantee set out in clause 9.4 to a person who has acquired the product or any item of property in respect of which we have provided the services provided that you first provide us with reasonable evidence that they are now the owner of the relevant item or property.
- 10. PRICE AND PAYMENT**
- 10.1. Where to find the price for the products and the services. The price of the product or the services (which includes VAT) will be the price indicated in our most recent price list and as provided to you in the Order Confirmation. We take all reasonable care to ensure that the price of the product or the services advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the product or the services you order.
- 10.2. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product or the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the product or the Services in full before the change in the rate of VAT takes effect.
- 10.3. What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products or the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's or the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's or the service's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.
- 10.4. When you must pay and how you must pay. We accept payment via Visa, MasterCard, JCB, UK Maestro debit and credit cards, by cheque or online BACS payments. We do not accept payment by American express credit or debit cards. When you must pay depends on what product you are buying:
- 10.4.1. For goods, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
  - 10.4.2. For one-off services, we will invoice you for the price of the services when we have completed them.
  - 10.4.3. For ongoing services, such as maintenance and monitoring services, you must pay the price for the services annually in advance and before we start providing the services. We will invoice you annually in advance for the services until the services are completed.
- You must pay each invoice within 14 calendar days after the date of the invoice.
- 10.5. 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 4 % a year above the base lending rate of Bank of England 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.
- 10.6. 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. 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.
- 11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 11.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 11.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 9.2 and for defective products under the Consumer Protection Act 1987.
- 11.3. When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 11.4. We are not liable for business losses. We only supply the products to consumers for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12. HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 12.1. How we will use your personal information. We will use the personal information you provide to us:
- 12.1.1. to supply the services or products to you;
  - 12.1.2. to process your payment for such services or the products; and
  - 12.1.3. if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.
- 12.2. We may pass your personal information to credit reference agencies. Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 12.3. We will only give your personal information to other third parties where the law either requires or allows us to do so.
- 13. OTHER IMPORTANT TERMS**
- 13.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. 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.
- 13.2. You need our consent to transfer your rights to someone else. Subject to your right to transfer our guarantee as per clause 9.6, you may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 13.3. Nobody else has any rights under this contract. Subject to your right to transfer our guarantee as per clause 9.6, this contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 13.4. If a court finds part of this 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.
- 13.5. Even if we delay in enforcing this 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 this contract, that will not mean that you do not have to do those things and it will not 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 provide the products, we can still require you to make the payment at a later date.
- 13.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.