

Terms and Conditions

You will be asked to expressly agree to these terms and conditions before contracting our services. Please read them carefully.

(1) Definitions and interpretation

In this Agreement “we” means Category 1 Ltd and Category 1 Security (and “us” and “our” shall be construed accordingly); and “you” means the relevant customer or potential customer as the case may be (and “your” shall be construed accordingly).

In this Agreement, the following definitions shall apply:

“Agreement” means this agreement incorporating any terms set out in our Second Acknowledgement;

“First Acknowledgement” means the quote we send out upon your request for our services

“Second Acknowledgement” means the email acknowledgment, which we will send to you confirming your acceptance of our services.

(2) This Agreement

The advertising of our services constitutes an “invitation to treat”; and no contract comes into force between you and us unless and until we agree to undertake your contract.

In order to enter into this Agreement with us, you will need to take the following steps:

- (i) Once we provide a quote for you, you must acknowledge and accept the quote via email.
- (ii) At this stage we will send you, via email, the Second Acknowledgement (at which point this Agreement will become a binding contract) or we will confirm by email that we are unable to meet your requirements.

Please note that we will not file a copy of this Agreement. We may update the version of this Agreement on the Site from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of this Agreement for your records.

The only language in which we offer this Agreement is English.

(3) About us

Our full name is **Category 1 Ltd** (Sometimes referred to as **Category 1 Security**). Our registered office is: **4 Pound Lane Office Suites, 4 Pound Lane Trading Estate, Exmouth, Devon, EX8 4NP** and our principal trading address is **Suite 6, Lansdowne Row, Mayfair, London, W1J 6HL**. Our company registration number is **5765612**. Our email address is **ops@category1security.co.uk**.

Our VAT number is **923193628**.

(4) The Services

The services advertised on our web site indicate a selection of those on offer. We retain the right to add and offer services not advertised. We also retain the right not to offer our services.

(5) Price and payment

Prices for our services are not quoted on the Site. We will verify prices for our services in our quote to you and confirm full costs to you, including VAT content in the Second Acknowledgement.

Payment must be made within 28 days of the completion of the contract. For large contracts we may request an advance payment and we retain the right to withhold our services until cleared funds have been received.

Payment for all Products must be made by BACS transfer **OR** cheque.

Prices for our services are liable to change at any time, but changes will not affect Agreements, which have come into force.

If you cancel any Agreement between us, you must inform us in writing or via email no less than 7 days prior to the start of the contract. Failure to do this will incur full charges for our services quoted to you and agreed in the Second Acknowledgement.

(6) Refunds

If you cancel this Agreement and are entitled to a refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will process the refund due to you as soon as possible and, in any event; within 30 days of the day we received your notice of cancellation.

(7) Warranties

We warrant to you that any Service we supply to you will be of satisfactory quality and any personnel we supply to you are fully trained and licensed to carry out their task.

You warrant to us that: you have full authority, power and capacity to enter into this Agreement and that all necessary actions have been taken to enable you to lawfully enter into this Agreement; you are legally capable of entering into binding contracts; you are at least 18 years old.

(8) Limitations of liability

Nothing in this Agreement shall limit or exclude your or our liability for: (i) death or personal injury caused by negligence; (ii) for fraud or fraudulent misrepresentation; or (iii) for any matter for which it would be illegal for to limit or exclude, or attempt to limit or exclude, liability.

Subject to this: (i) we accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by negligence, breach of contract or otherwise, even if foreseeable; and (iii) we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement caused by events outside our reasonable control.

(9) General terms

We will treat all your personal information that we collect in connection with your Order in accordance with the terms of [our Privacy Policy]; use of our website will be subject to our Terms and Conditions.

An instrument in writing signed by both you and us may only vary this Agreement. We may revise these terms from time-to-time, but such revisions will not affect the terms of any Agreement, which we have entered into with you.

If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that term, provision or condition or any other term, provision or condition of this Agreement.

You may not assign charge, sub-contract or otherwise transfer this Agreement, or any of your rights or obligations arising under this Agreement. Any attempt by you to do so shall be null and void. We may assign, charge, sub-contract or otherwise transfer this Agreement, or any of our rights or obligations arising under this Agreement, at any time – providing such action does not serve to reduce the guarantees benefiting you under this Agreement.

This Agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment; variation, waiver or settlement under this Agreement is not subject to the consent of any person who is not a party to this Agreement.

This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.

This Agreement will be governed by and interpreted in accordance with the laws of the England, and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.