

TERMS & CONDITIONS OF SERVICE



GUARDIAN EDGE
FIRE. SECURITY & MAINTENANCE



Please ensure that you carefully read and fully comprehend the following terms and conditions, as they constitute a legally binding agreement between you ("the Client") and Guardian Edge Ltd ("the Company"). By engaging with our services and/or completing a purchase through our online platform, you acknowledge and agree to be bound by these terms and conditions without the necessity for a physical signature.

The acceptance of your order or request by the Company, thereby establishing a contract enforceable by law, does not require further confirmation or communication beyond this agreement. It is crucial that you review these terms and conditions in their entirety to ensure they meet your approval and do not contain any clauses or provisions that could lead to dissatisfaction. If you have any doubts or require clarification regarding any aspect of these terms, we strongly advise you to contact us immediately at 01239 805 015.

By proceeding with your order or request, you affirm your understanding of these terms and your acceptance of them as governing the provision of services and sale of products by the Company to you. Should any uncertainties arise, we encourage you to promptly contact us via telephone at 01239 805 015.

Application and Acceptance of Terms

- 1. Governing Provisions:** The engagement for the supply of services and products by the Client (hereafter referred to as "the Client") shall be regulated exclusively by these Terms and Conditions.
- 2. Identification of the Service Provider:** Guardian Edge Ltd (hereinafter referred to as "the Company"), a legal entity registered in England and Wales under company number 11116839, having its registered office at Brithdir, Rhydlew, Llandysul, Ceredigion, SA44 5SN. The Company can be reached for communication purposes via email at hello@guardian-edge.co.uk, or telephonically at (01239 805 015).
- 3. Contractual Agreement:** These Terms and Conditions set forth the legally binding agreement under which the Company shall provide Services to the Client. The Client's order for any such Services constitutes an unconditional agreement to and acceptance of these Terms and Conditions.

Interpretation

- 4. Consumer:** This term shall refer to an individual engaging in actions predominantly outside the realms of their trade, business, craft, or profession, in accordance with the definitions prescribed by applicable law.
- 5. Contract:** This term signifies a legally enforceable agreement entered into between the Parties (hereinafter referred to as "you" and "us") for the provision of Services, as detailed herein.
- 6. Delivery Location:** This term denotes the location, whether the Company's premises or an alternative site mutually agreed upon by the Parties, designated for the delivery of Services as specified in the Order.
- 7. Goods:** This term encompasses all products to be supplied in conjunction with the Services, as specifically enumerated and described in the Order, including but not limited to any materials, equipment, and documentation.



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8. **Order:** This term constitutes the formal request made by the Client (hereinafter referred to as "the Client") for Services to be provided by the Company, as articulated in the Client's submission of an order or their written acceptance of the Company's quotation.
9. **Services:** This term denotes the comprehensive suite of offerings to be provided by the Company, including but not limited to any Goods, as quantitatively and qualitatively described in the Order and pursuant to the terms of the Contract.

Services Provision

10. **Representation of Services and Goods:** The depiction of the Services, including any Goods supplied in conjunction therewith, as set forth on our website, in our catalogues, brochures, or through other promotional materials, is for illustrative purposes only. While we endeavour to ensure that all descriptions are accurate, it is acknowledged by the Client that variations in size, colour, and appearance of the Goods may occur. Such minor deviations shall not constitute grounds for non-acceptance of the Goods or Services.
11. **Client Specifications for Tailored Services and Goods:** In the case of Services and Goods customised to meet the Client's specific requirements, it is incumbent upon the Client to verify the precision of all submitted specifications and information. The Client acknowledges full responsibility for the accuracy of such specifications and agrees that any errors therein shall not be attributable to the Service Provider.
12. **Availability of Services:** The provision and continuation of all Services are subject to availability and may be influenced by inventory levels and operational capacities. The Service Provider does not guarantee uninterrupted availability of Services and shall not be liable for any losses or damages arising from such unavailability.
13. **Modifications to Services:** The Service Provider reserves the unequivocal right to make any modifications to the Services as may be necessary to comply with applicable legal requirements, regulations, or to meet safety standards. The Client will be duly informed of any such changes that materially affect the nature or quality of the Services provided.

Client Obligations

14. The Client shall co-operate with the Service Provider in all matters relating to the Services. This co-operation shall include, but is not limited to, granting access to premises under the control of the Client as reasonably required, furnishing all necessary information pertinent to the provision of the Services, and obtaining all necessary licenses and consents (unless specifically agreed to the contrary) for our authorised personnel and agents.
15. Any failure by the Client to fulfil the obligations set forth in paragraph 14 shall be considered a material breach of the Contract. In the event of such a breach, the Service Provider reserves the right to suspend the delivery of Services until such time as the breach is remedied by the Client. Should the Client fail to remedy the breach within a reasonable period following a request to do so by the Service Provider, the Service Provider shall have the right to terminate the Contract forthwith by providing written notice to the Client.



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Basis of Sale

- 16. Representation of Services and Goods:** The depiction of Services and Goods through our website, catalogues, brochures, or any other form of promotional material shall not be interpreted as an offer capable of acceptance, forming a binding contract for the sale and purchase of said Services or Goods.
- 17. Right to Decline Orders:** The Company reserves the unfettered right to decline any Order for Services or Goods at its sole discretion. In instances of such refusal, the Company undertakes to provide timely communication to the Client, detailing the reasons for the rejection.
- 18. Contract Formation:** A legally binding contract ('Contract') for the provision of the specified Services is established upon the issuance of a confirmation email by the Company to the Client, signifying the acceptance of the Order. Alternatively, the Contract may come into existence at an earlier juncture, specifically upon the delivery of the Services to the Client, whichever occurs first.
- 19. Validity of Quotations and Estimates:** Any quotation or estimate provided for Fees (as subsequently defined) shall be deemed valid for a period not exceeding 30 days from the date of issuance, subject to withdrawal or amendment at the Company's discretion prior to acceptance.
- 20. Modifications to the Contract:** Post-execution amendments to the Contract, including but not limited to changes in the Services description, Fees, or any other aspect, shall not be affected except through mutual consent, duly documented in writing by both the Client and the Company.
- 21. Applicability of Terms and Conditions:** These Terms and Conditions are meticulously crafted to govern Contracts made with you in your capacity as a Consumer, where the conclusion of the Contract between the Company and the Client is effected at one of the Company's business premises, or through a written acknowledgment which could be in the form of a wet signature, an email confirmation, or through the acquisition of products via our online store. Should this not reflect your circumstances, it is imperative that you notify us promptly. This will enable us to provide you with an alternative contract, potentially encompassing terms that might offer greater benefits, including cancellation rights as per the consumer protection legislation. For the purposes of these Terms, "**Business Premises**" encompasses fixed retail locations or, in instances involving mobile retail operations, locations that are regularly utilised for conducting business transactions.

Fees and Payment Terms

- 22. Chargeable Fees and Goods Pricing:** The fees ("Fees") for the provision of the Services, together with the cost of any Goods not included within the Fees, and any additional delivery or related charges, shall be as set out in our current price list effective as of the date of the Order, or as otherwise agreed in a written agreement between the parties. The determination of Service fees shall be made either on a fixed fee basis or according to a standard rate.
- 23. Exclusion of Value Added Tax:** All Fees and charges quoted are exclusive of Value Added Tax (VAT), which shall be charged at the current rate in effect at the time of the Order.



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- 24. Payment Obligations and Terms:** Payment for Services rendered is due immediately upon the issuance of our invoice unless a 30-day credit facility has been expressly authorised by our senior management. We reserve the right to conduct periodic reviews of Client accounts and may, at our discretion, revoke any 30-day credit facility in instances of contract breach or repeated late payments. Payment may be affected by cash, Bacs transfer, or by providing credit or debit card details at the time of Order, either for immediate processing or prior to the delivery of Services. Any delay in payment beyond the agreed terms will result in an administrative charge of £40.00, a late payment surcharge of 10% per month on the outstanding balance, and a £5.00 charge for each communication attempt regarding the overdue payment.
- 25. Management of Overpayments:** In the case of an overpayment by the Client due to an error, we commit to taking reasonable steps to ensure such overpayment is rectified. The overpaid amount shall be credited to the Client's account for deduction against future invoices. Should there be any outstanding invoices on the Client's account at the time of such overpayment, we reserve the right to apply the overpaid amount towards the settlement of these overdue amounts, with any remaining balance refunded to the Client using the original payment method.

Delivery Obligations

- 26. Commitment to Delivery:** The Service Provider undertakes to deliver the Services, including any Goods, to the designated Delivery Location within the timeframe mutually agreed upon by both Parties. Should there be no specific timeframe agreed upon, the Service Provider shall ensure:
- a) The delivery of Services within a reasonable period, considering the nature of the Services and prevailing industry standards; and
 - b) The delivery of Goods without undue delay, ensuring completion no later than thirty (30) calendar days following the initiation of the Contract, unless otherwise specified.
- 27. Remedies for Delay:** In the event of a delay attributable to circumstances beyond the control of the Service Provider, and consequent failure to deliver the Services within the stipulated or reasonable timeframe, the Client shall be entitled to:
- Request an equitable reduction in the Fees or charges, which may include the right to a refund of any sums paid in excess of the adjusted Fees or charges. Such reduction may encompass the full Fees or charges, as deemed appropriate under the circumstances.
- 28. Termination for Delayed Delivery of Goods:** The Client reserves the right to terminate the Contract under the following conditions:
- a) In instances where the Service Provider refuses to deliver the Goods, or if timely delivery is of essence as per the circumstances evident at the time of Contract formation, especially if the importance of timely delivery was explicitly communicated prior to the finalization of the Contract; or
 - b) Following a delay in delivery, where the Client has specified an additional reasonable period for delivery, and the Service Provider has failed to meet the delivery within this extended period.



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29. Consequences of Contract Termination: Upon opting to terminate the Contract, the Service Provider is obligated to promptly refund all payments made under the terms of the Contract, in addition to any other remedies available to the Client.

30. Right to Cancel or Reject: Should the Client decide against termination, they retain the right to cancel the Order for any Goods or to reject any Goods already delivered. In such instances, the Service Provider shall promptly refund all payments made under the Contract for the cancelled or rejected Goods. If the Goods have been delivered, the Client is required to return them, or allow the Service Provider to collect them, at the Service Provider's expense.

31. Commercial Units: If the Goods constitute a commercial unit, cancellation, or rejection of part of the Goods necessitates the cancellation or rejection of the entire unit if separating the Goods would significantly impair their value or character.

32. Delivery Scope and Additional Charges: The standard delivery scope covers England and Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands. Deliveries beyond these territories may incur import duties or taxes for which the Client is liable, as the Service Provider does not assume responsibility for such expenses.

33. Instalment Deliveries: Subject to the stipulations above, and unless otherwise agreed upon, the Service Provider reserves the right to deliver Goods in instalments due to stock shortages or for other valid and equitable reasons.

34. Non-Acceptance Charges: Should the Client, or their nominee, fail to accept delivery of the Services at the Delivery Location through no fault of the Service Provider, the latter may levy reasonable charges for the storage and redelivery of the Goods.

35. Transfer of Risk: Risk of loss or damage to the Goods passes to the Client upon completion of delivery or collection by the Client. It is recommended that the Client, where practicable, inspect the Goods prior to acceptance to ensure conformity with the contractual specifications.

Risk and Title

36. Risk of Loss or Damage: The risk of loss or damage to the Goods or Services shall pass to the Buyer upon delivery of the Goods into the Buyer's possession.

37. Retention of Title:

a) Notwithstanding delivery and the passing of risk, title in and ownership of the Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for:

- a)** the Goods; and
- b)** any other goods or services that the Seller has supplied to the Buyer in respect of which payment has become due.

Until title to the Goods passes to the Buyer, the Buyer shall:

- i)** hold the Goods on a fiduciary basis as the Seller's bailee;



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- ii) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
- iii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- iv) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- v) notify the Seller immediately if it becomes subject to any of the events listed in clause 37.b), and
- vi) give the Seller such information relating to the Goods as the Seller may require from time to time.

Right of Termination and Re-possession

b) In the event of late payment or if the Buyer enters into bankruptcy, liquidation, or a composition with its creditors, has a receiver, manager, administrator, administrative receiver appointed over all or any part of its assets, or if any petition is filed, resolution passed, or order made, for any of these circumstances, the Seller shall have the right, without prejudice to any other remedies:

- i) to cancel any outstanding delivery of the Goods to the Buyer.
- ii) to suspend further deliveries of Goods.
- iii) to terminate any agreement in respect of the Goods and, if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- iv) to require the Buyer to deliver up the Goods to the Seller, and if the Buyer fails to do so promptly, to enter any premises of the Buyer or any third party where the Goods are stored in order to recover them.

Revocation of Offer

38. The Party reserves the unilateral right to revoke the Order by delivering written notification to the Company prior to the establishment of the Contractual Agreement, should the Party elect to rescind their offer. This revocation does not necessitate the provision of justification by the Party, nor shall it result in the imposition of any liabilities or penalties on the Party for such withdrawal.

Conformity and Warranty Provisions

39. In accordance with our statutory obligations under the Contract, we are compelled to supply Goods that are in compliance with the stipulated requirements of the Contract. Non-conformity arises where the Goods fail to meet the following conditions:

40. At the point of delivery, the Goods shall:

- a. Be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
- b. Be fit for any particular purpose expressly or implicitly made known to us prior to the formation of the Contract, to the extent that you have relied, or it would have been reasonable for you to rely, on our skill and judgment; and furthermore, the Goods shall be fit for any purpose for which we have held them out, or as expressly stipulated within the Contract; and
- c. Correspond with their description as provided by us.



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- 41.** The liability for failure of the Goods to conform with the Contractual specifications does not extend to any non-conformity attributable to materials provided by you.
- 42.** The provision of Services shall be executed with reasonable skill and care, commensurate with the standards expected under the Supply of Goods and Services Act 1982.
- 43.** We undertake to afford you the benefit of any manufacturer's warranty or guarantee provided with the Goods without undue delay, and at all events within a reasonable period following delivery. The particulars of this manufacturer's warranty, including but not limited to the name and address of the manufacturer, the duration, and the territorial extent of the warranty, shall be as delineated in the warranty documentation accompanying the Goods. This warranty takes effect upon delivery of the Goods and is supplemental to, and does not detract from, your statutory rights.
- 44.** With respect to the Services, any representations made by us or on our behalf in written form regarding the characteristics of the Services or any other related matter shall constitute a binding term of the Contract, provided you have taken such representations into account when electing to enter into the Contract or in making any decisions concerning the Services subsequent to entering into the Contract. Such reliance is subject to any clarifications or qualifications explicitly made by us or on our behalf at the time of the representation, and any alterations expressly agreed upon by both parties, whether before the formation of the Contract or thereafter.

Term, Termination, and Suspension

- 45.** The Agreement shall remain in force for the period required to satisfactorily complete the provision of the Services specified herein.
- 46.** Notwithstanding any other provision of this Agreement, each party (the "Terminating Party") shall have the right, but not the obligation, to terminate this Agreement forthwith by serving written notice of termination on the other party (the "Defaulting Party") or to suspend the provision of Services under the following conditions:
- a.** In the event of a material breach, or a series of breaches culminating in a material breach, of any term of this Agreement by the Defaulting Party, which breach is either irremediable or, if remediable, is not remedied within thirty (30) days after the service of written notice requiring the same to be remedied; or
 - b.** If the Defaulting Party becomes insolvent, enters into compulsory or voluntary liquidation, has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its assets or business, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of debt.
- 47.** Termination of this Agreement for any reason shall not affect the accrued rights, remedies, obligations, or liabilities of the parties existing at termination.

Privacy

- 48.** The commitment to safeguarding the privacy of our clients is paramount. We deeply value the confidentiality of your personal information and comply rigorously with the General Data Protection Regulation (GDPR) in the management of your personal data.



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49. It is imperative that these Terms and Conditions are read in conjunction with our ancillary policies, which include, inter alia, our Privacy Policy and Cookies Policy, which are available for review at <https://guardian-edge.co.uk/privacy-policy>.

50. Within the framework of these Terms and Conditions:

- a. 'Data Protection Laws' refers to any and all applicable legislation relating to the processing of Personal Data, inclusive of, but not limited to, the Data Protection Directive 95/46/EC or the GDPR.
- b. 'GDPR' denotes the General Data Protection Regulation (EU) 2016/679.
- c. 'Data Controller,' 'Personal Data,' and 'Processing' are as defined within the scope of the GDPR.

51. In our capacity as providers of the Services and Goods, we assume the role of Data Controller in relation to the Personal Data that is processed in the course of providing services to you.

52. Where you provide Personal Data for the purpose of receiving Services and Goods, and such Personal Data is processed by us in the delivery of said Services and Goods:

- a. The purposes for which information is collected will be specified prior to, or at the time of, the collection of Personal Data.
- b. Personal Data shall be processed solely for the purposes for which it was collected.
- c. We commit to protecting your rights in relation to your Personal Data.
- d. Adequate technical and organisational measures will be adopted to ensure the protection of your Personal Data.

53. Should you have any inquiries or concerns pertaining to data privacy, please direct them to our Data Protection Officer at compliance@guardian-edge.co.uk

Successors, Assignments, and the Liability of Sub-Contractors

54. In accordance with the terms and conditions set forth herein, each party hereto is hereby granted the express right, subject to the provisions of this clause, to assign, transfer, or otherwise delegate the rights, benefits, and obligations conferred upon it by this Agreement to any third party ("Assignee"). Notwithstanding the foregoing, it is a condition precedent to the validity of any such assignment, transfer, or delegation that the party seeking to make such an assignment, transfer, or delegation shall remain fully liable and responsible for the due and proper performance of all its obligations under this Agreement. Such party must ensure that any Assignee agrees to be bound by the terms and conditions of this Agreement in a manner satisfactory to the non-assigning party. Furthermore, in the event that either party elects to utilise the services of sub-contractors to fulfil any of its contractual obligations herein, it is hereby stipulated that such sub-contractors, and any sub-sub-contractors that they may in turn engage, shall be solely responsible for any acts, omissions, errors, breaches, or negligence on their part or on the part of their employees, agents, or other representatives in the performance of their duties under this Agreement. The engaging party shall ensure that all sub-contractors are contractually bound to adhere to the relevant terms and conditions of this Agreement that apply to the engaging party's obligations.

55. Specifically, with regard to GUARDIAN EDGE LTD, it is explicitly stated and agreed by all parties hereto that GUARDIAN EDGE LTD shall incur no liability, whether direct, indirect, consequential, or otherwise, for any acts, omissions, errors, breaches, or negligence of any sub-contractors or sub-sub-contractors engaged by GUARDIAN EDGE LTD or any other party in relation to the performance of this Agreement. This exclusion of liability shall extend to any claims, demands, actions, costs, expenses, fees, damages, and any



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other liabilities, whether known or unknown, anticipated, or unanticipated, which may arise in any way out of or in connection with the actions or inactions of any such sub-contractors or sub-sub-contractors. It is the intention of the parties that GUARDIAN EDGE LTD shall be fully and effectively indemnified by the engaging party against any and all such liabilities, except in cases of wilful misconduct or gross negligence on the part of GUARDIAN EDGE LTD, its directors, officers, or employees. This indemnity shall survive the termination of this Agreement.

Force Majeure

56. Events Beyond the Reasonable Control of the Parties

(a) Should any party be prevented from or delayed in carrying out its obligations under this Agreement due to Force Majeure, meaning any event beyond the reasonable control of the party affected, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labour, or materials, such party (hereinafter referred to as the "Affected Party") shall, without undue delay, notify the other party in writing, specifying the nature of the event and its expected duration as soon as reasonably practicable.

(b) Upon such notification, the obligations of the Affected Party under this Agreement shall be suspended for the duration of the Force Majeure event to the extent affected by such event. The suspension of obligations shall be no broader than is necessary, given the nature of the event preventing or delaying performance, provided that the Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure event upon the performance of its obligations under this Agreement. The Affected Party shall incur no liability for any failure or delay in performing its obligations to the extent that such failure or delay is due to the Force Majeure event.

(c) Notwithstanding the above, this clause shall not relieve the Client of any payment obligations under this Agreement nor affect the Client's rights in respect of the delivery and quality of goods and/or services as expressly provided in this Agreement.

Termination of Services

57. In the event that the Client elects to terminate the provision of services prior to the agreed-upon completion date, GUARDIAN EDGE LTD hereby reserves the discretionary right to levy a termination fee as liquidated damages for the loss of income thus incurred. The scale of liquidated damages shall be determined as follows, based on the notice period provided by the Client before the anticipated completion date:

- a.** For notice of termination received 28 days or more prior to the completion date: a termination fee equivalent to 25% of the agreed service fee shall be payable.
- b.** For notice of termination received 14 days or more but less than 28 days prior to the completion date: a termination fee equivalent to 50% of the agreed service fee shall be payable.
- c.** For notice of termination received 7 days or less prior to the completion date: a termination fee equivalent to 100% of the agreed service fee shall be payable.

Such termination fees represent a genuine pre-estimate of the loss likely to be suffered by GUARDIAN EDGE LTD as a result of such cancellation and are not punitive in nature.

Exclusion of Liability, Governing Legislation, and Dispute Resolution Mechanism



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58. Governing Legislation and Jurisdiction: This Agreement, encompassing the entirety of obligations and liabilities arising both from contractual engagements and actions outside the realm of contract (tortious acts), shall be governed by, interpreted, and enforced exclusively in accordance with the laws of England and Wales. This clause asserts the intention of the parties to submit to the comprehensive legal framework of England and Wales, thereby ensuring that any interpretation, enforcement, or dispute arising under or in connection with this Agreement shall be conducted under the jurisdiction of said legal system.

59. Jurisdiction for Disputes: In the unfortunate event of disputes, controversies, or claims that may emerge from or in connection with this Agreement—be they related to its existence, validity, interpretation, implementation, breach, termination, or any legal effects thereof—the parties unequivocally agree to submit to the exclusive jurisdiction of the courts of England and Wales. This agreement to submit to the jurisdiction of these courts is binding, affirming the parties' commitment to resolve any legal matters within the established judicial framework of England and Wales.

60. Dispute Resolution Procedure: Acknowledging the potential for disputes and with the intention to pre-emptively address and amicably resolve such disagreements, the Company hereby outlines a structured dispute resolution procedure. In the event that a dispute arises under the terms of this Agreement or in relation to any aspect of the contractual relationship between the Client and the Company, the Client is encouraged to initiate contact with the Company directly with the aim of seeking a resolution. Upon receipt of a complaint or notification of a dispute, the Company commits to engaging in a thorough review of the matter, leveraging internal resolution mechanisms to identify a suitable and fair resolution. The Company shall make all reasonable efforts to provide the Client with a proposed resolution or response within a time frame of five (5) business days from the receipt of the complaint, thereby ensuring a timely and efficient attempt at dispute resolution.

61. Adherence to Professional Standards and Codes of Conduct: The Company places utmost importance on maintaining the highest standards of professional conduct and adherence to relevant codes of conduct, which serve as a benchmark for the Company's operational and ethical guidelines. In recognition of the significance of transparency and accessibility regarding these standards, the Company makes available copies of its professional codes, including but not limited to the GUARDIAN EDGE LTD Code of Conduct. Interested parties, including Clients and stakeholders, may access these documents through the Company's official website at <https://guardian-edge.co.uk/code-of-conduct>. Alternatively, copies of these codes can also be requested directly from the Company by sending an email to compliance@guardian-edge.co.uk, thereby ensuring that all interested parties have the opportunity to review the standards that the Company upholds in its professional conduct and business operations.



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