

Boing (UK) Ltd.

Keyholding Terms and Conditions

Capacity Restrictions

User must either be the property owner or lessee/tenant or other occupier of the premises who has authority to secure or repair the premises. If you are registering with Boing (UK) Ltd you are confirming to us that you are either the owner of the property or that you have the consent of the owner of the premises to secure or repair them.

Address Restrictions

This keyholder service only covers premises with an address in the relevant Police areas.

Membership Premises

You may register one or more premises for coverage by the service. Each of the premises registered must be in an area covered by the service and an annual fee is payable for each premises so registered. Your main address need not be in an area covered by the service. All communications regarding the service will be sent to you as the main contact responsible for the membership to the premises registered.

Registration

If you register with the Boing (UK) Ltd scheme via the web site or using the membership telephone line you will be asked to confirm that you have seen a copy of the Terms and Conditions. If requested a hard copy will be sent to you in the post or you can access it via www.boinguk.com/keyholding.

Fee

A fee of £25.00 inc VAT for commercial premises and £12.00 inc VAT for domestic premises is payable in advance at the time of registration and will cover a period of 12 months from that date. The fee is payable in respect of the each address that you register with us and is transferable between addresses registered under the membership providing it is within the 12 month period and that the new address is in an area covered by the scheme. Any additional keyholders as shown on the registration form will be charged for at a rate to be determined from time to time. We may from time to time change the cost of the service. Any such change will take effect on the occasion of your next renewal.

Renewals

Renewals will be advised one month prior to the anniversary date of each entry and a payment request for the forthcoming year. In the event that this payment request remains unpaid on the anniversary date, then all the details will be removed from the system.

Fee Payments

Details of acceptable methods of payment of the fee will be given on the registration form or when you call the registration line. Please note that irrespective of your choice of payment method coverage of registered premises scheme will not become effective until we have received payment of your fee.

Duration

Subject to your rights to cancel and other provisions for termination of the scheme in the Terms and Conditions, coverage for each premises registered shall be for a period of 12 months commencing from the date of the receipt of payment. Either party may terminate the agreement by giving 30 days written notice to the other party and coverage of the premises concerned shall terminate on expiry of the notice period. Any refunds made will be at the discretion of Boing (UK) Ltd.

What if you change your mind?

If you change your mind after you have completed the registration process and given us payment details you have 14 days from the date of registration to cancel your membership for any reason. To do this you should telephone the membership line 0845 0678 999 and speak to one of our staff. Your cancellation will be effective immediately and we will return to you in seven days the sums paid by you. If you do not cancel your membership within this 14-day period you may terminate the contract in accordance with the termination provisions set out elsewhere in these Terms and Conditions.

The information you provide

You should ensure that the details you provide are accurate and up to date. You can make changes to the details, remove details or add more details at any time via the registration telephone line, 0845 0678 999. If your details are not accurate it may affect the speed and effectiveness of the service.

If we have reasonable cause to believe that you are using your registration other than for the legitimate purpose of the registration service we may terminate your service. In such circumstances we will refund to you any unused fees. We may report any suspicions of an offence to the Police.

You will need to obtain the consent of any person named as a contact before you provide their details to us. By providing the information to us about any nominated contacts you confirm that you have obtained the person's permission to provide details, that you have explained to him/her the role of the registration service and that you have the person's consent to have his/her details stored on the system to enable us to fulfil obligations according to these Terms and Conditions.

The information that you provide continued By signing the registration form the keyholder agrees to their details being held on computer, understands it is their responsibility to ensure the record is accurate and up to date and is giving consent for the Police to transfer and/or disclose their details to any agency authorised by the Police or by legislation to maintain keyholder services and use these details to assist with criminal investigation.

If you cannot be contacted

The Police may require that you or an authorised keyholder attend the premises. If your premises are insecure and you or any of your keyholders cannot be reached on the contact numbers given your nominated repairer (if given) will be contacted and asked to secure your premises. If you have not nominated a repairer or if that nominated repairer cannot be contacted or is unable to attend the premises, we will provide a suitable accredited professional attendee.

Cost of repair

You will be responsible for the costs of the repairs of services provided to secure the premises. You will, unless we notify you otherwise in writing, be required to settle these directly with the company concerned.

Events Outside Our Control

Third party equipment and service providers

We can accept no liability for loss resulting from a cause over which we have no direct control, including, but not limited to, the failure of any third party equipment or service, (e.g. fax machines, internet providers, telecom, pager networks or any other service providers).

Force Majeure

We can not be responsible to you for any loss or damage which may be suffered due to any cause beyond our reasonable control including without limitations, acts of God, weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lockout, trade dispute or other labour disturbance (or our own labour dispute), or any other technical problems beyond our control.

Internet

You are responsible for the costs and quality of your Internet connection to this service. Access to the Service may be temporarily interrupted or otherwise restricted to allow for repairs, maintenance or the introduction of new services. We will always try to post on the website at www.boinguk.com/keyholder advance notice of periods when the service will not be available. Whatever the cause of any interruption we will attempt to reinstate the service as soon as is reasonable. Access to the service is available by telephone 24 hours a day, 7 days a week, on 0845 0678 999.

Limitations of Damage

Please note that if in any aspect of the system is or becomes unavailable then we will use reasonable endeavours to repair and reinstate the service within 24 hours of detection depending on the severity of the failure. When unavailability is due to our negligent failure to deal with circumstances within our control and is for more than a total of 24 hours in any period, or for any 12 hour consecutive period, we will at our discretion either pay you compensation limited to a refund of the fee paid by you for the unavailable service or provide you with a credit up to the same amount.

It is expressly agreed between us that the liability for any damage arising out of the provision of these services under this agreement to or by us, whether caused by negligence of our employees or contractors otherwise shall be limited to actual damages but shall in no event exceed £50. This limit shall not apply to our liability for death or personal injury caused by our negligence or for fraud committed which shall be unlimited.

Rights to Transfer

You will not transfer or attempt to transfer your membership in whole or part to anyone else without first obtaining our written consent which shall not be unreasonably withheld.

We reserve the right to transfer all or part of our obligations and agreement with you at any time to any company or persons properly authorised.

Governing Laws

English law governs this agreement.

Business Premises – Important

If you are using the service for business premises or any premises where you may perform a business function you should note that exclusions and limits of liability in these Terms and Conditions specifically excludes loss of business, loss of profit, economic loss (direct or indirect) and any other indirect or consequential costs, losses, expenses, claims or damages howsoever arising out of your membership of this service.

Our total liability to you howsoever arising in relation to you membership whether in contract, tort (including negligence and breach of statutory duty), misrepresentation or restitution (but not including fraudulent misrepresentation) shall be limited in its entirety to a maximum of £50. We do not limit our liability for death or personal injury arising from our negligence.