



## IPGUARD® & BATICONNECT® NACD PRICELIST 2022



**IPGUARD**  
Smart app



**ANTI CLONE  
GUARANTEE**

EQUALITY ACT 2010 COMPLIANT



**BATI  
CONNECT**  
CLOUD

24/7/365 REAL-TIME  
CLOUD MANAGEMENT  
[baticonnect.com](http://baticonnect.com)

Secured by Design



Police Preferred Specification

## TRADE PRICE LIST

+44 (0)1442 211848 sales@nacd.co.uk www.nacd.co.uk f in nacdltd

4



IPGUARD  
4G/IP/GSM PRO

6



IPGUARD 4G/IP/GSM  
MINI, MINI PLUS, TOUCH

8



10



12



14



PROXIMITY READERS

## Delivering visitor door entry and building security solutions for over 25 years

We provide and maintain building security products and services in residential buildings, and commercial, industrial and retail premises. We are proud of the long term trust relationships that have developed into partnerships with major housing associations, property management, and building companies. They know they can rely on NACD for make-sense cost fair solutions.



### TOTAL 24/7/365 REAL-TIME MANAGEMENT OF ALL YOUR SITES

**Easy to use web-based interface.**

**Program all systems, panels,  
and credentials remotely.**

**Program access rights.**

**Program authorisation levels,  
transfer accounts, and  
amend who controls which sites.**

### AND MORE...

**Alert notifications**

**Communicate via SMS with residents**

**Detailed event logs**

[www.baticonnect.com](http://www.baticonnect.com)

## ADDITIONAL SERVICES

### PLANNED SERVICING

Regular planned preventative maintenance with proof of attendance and reporting is essential to ensure the security and safety of your building. It also increases the lifecycle of the equipment installed. This is a huge part of what we do for all the major housing associations and building management companies.

### EMERGENCY CALL OUTS

Buildings need to be kept secure and safe. Security systems can fail and an appropriate response must be available at all times. Technical support to evaluate, remote monitoring and control, and when necessary emergency engineer on-site attendance must be available 24/7.

### COMMISSIONING

Full commissioning means that you receive confirmation that the installation, in addition to compliance with the equipment manufacturer guidelines, complies with all the relevant NSI, SSIP, Secured By Design and electrical safety requirements. Handover includes training and connection with our maintenance department support team.





PROXIMITY READER  
for lifts



RADIO RECEIVERS  
for vehicle gates

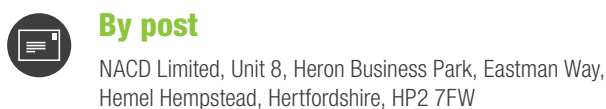
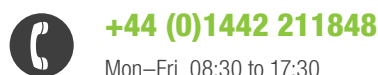


IPVIEW



HIPRO

## HOW TO ORDER



## DELIVERY

Our standard delivery service is next working day by 17:00.  
All product prices exclude delivery. Please call to obtain delivery price.

## PRICES

All prices for products, services and delivery are in £ GBP and exclude VAT.

## VALIDITY

Prices are subject to change without notice although we will use our best endeavours to maintain the published prices until 31st December 2022.

## CONDITIONS OF SALE

Our standard Terms & Conditions apply.

## PAYMENT OPTIONS

Pay by Debit/Credit Card:      

Or by cheque, made payable to 'NACD Limited

Or open an account with us for 30 days credit. Accounts can normally be opened within 24 hours.

## GUARANTEE

All products are covered by our 12-month component guarantee, period to start from date of sales invoice.

## SPECIFICATIONS

Our policy is one of continuous product improvement, we reserve the right to change specifications and prices without prior notice. All information is given in good faith. No responsibility can be accepted for errors, omissions or incorrect assumptions.

## TRADEMARKS

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# IPGUARD® 4G/IP/GSM PRO

## SMART VISITOR DOOR ENTRY

IPGUARD 4G/IP/GSM PRO, full IP panel with integral or remote 4G modem, **3000 flat (name) capacity**, 3.5" full colour screen, display LEDs, 12 large illuminated braille button keypad, illuminated integral anti-vandal proximity reader, voice and visual prompt messages, 3no relays, Equality Act compliant, BS316 s.steel anti-vandal with special security screws. Audio and video communications to all smart devices (iPhone, Android, iPad, Tablet etc), audio to land lines and non-smart mobiles. Real-time BATICONNECT CLOUD management ([www.baticonnect.com](http://www.baticonnect.com)).



IPGUARD® PRO  
Flush



IPGUARD® PRO  
Surface

Item code	Description	List price
TP4G-11X	IPGUARD PRO 4G/IP/GSM, flush	£2,400
BTP04-S	Surface housing for IPGUARD PRO, BS316 stainless steel, brushed. Dims (mm) 355H x 165W x 80DB/100DT	£315
POSTC	Post car height	£445
EVE196-X3-RS	Control unit, 1 door, 3000 prox capacity, real-time BATICONNECT CLOUD management, anti-clone protection guarantee	£225
AR122	12VDC/2A , Din Rail, for locking	£60
AR125	12VDC/5A , Din Rail, for IPGUARD	£85
ZAN1055	Remote aerial with 5m cable, only required if 4G signal to the panel is low	£115
IGSM4G	4G/IP router with ZAN1055 and AR122, only required if 4G aerial needs to go on the roof	£750



EQUALITY ACT 2010 COMPLIANT



**IPGUARD**  
Smart app



**ANTI CLONE**  
**GUARANTEE**



**24/7/365**  
[www.baticonnect.com](http://www.baticonnect.com)



IPGUARD® PRO  
Post mounted

Also available in van, lorry  
and dual height versions.



EVE196-X3-RS  
proximity reader control unit



ZAN1055  
Connects directly to IPGUARD.  
Always required if 4G signal to  
panel is low but recommended to  
get best signal available.



IGSM4G/IP router modem  
**Only required** if 4G aerial needs  
to go on roof, max 80 metres from  
IPGUARD (usually in top floor riser),  
ZAN1055 and AR122 PSU included.



AR122 (12VDC/2A)  
for locking



AR125 (12VDC/5A)  
for IPGUARD

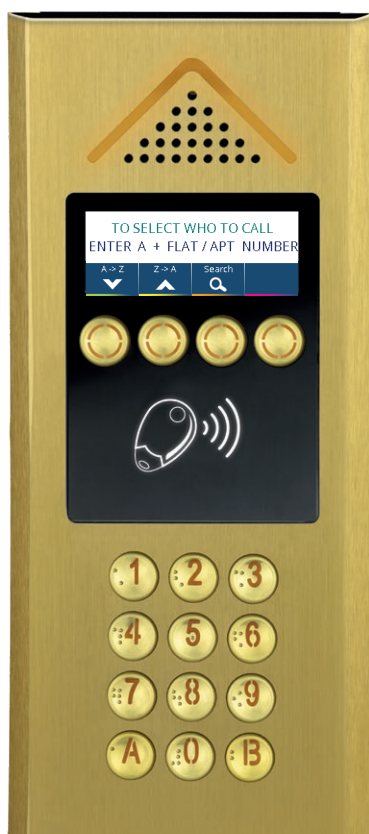
# IPGUARD 4G/IP/GSM MINI

## SMART VISITOR DOOR ENTRY

IPGUARD 4G/IP/GSM MINI, full IP panel with integral or remote 4G modem, **3000 flat (name) capacity**, 2.9" colour display screen, display LEDs, 12 large illuminated braille button keypad, illuminated integral anti-vandal proximity reader, voice and visual prompt messages, 1no relay, Equality Act compliant, aluminium 3mm diameter vandal resistant with concealed screws. Audio and video communications to all smart devices (iPhone, Android, iPad, Tablet etc), audio to land lines and non-smart mobiles. Real-time BATICONNECT CLOUD management ([www.baticonnect.com](http://www.baticonnect.com)).



Silver, flush  
TP4G-AX



Champagne, flush  
TP4G-DX



Black, flush  
TP4G-NX

Item code	Description	List price
TP4G-AX	IPGUARD MINI 4G/IP/GSM Silver	£1,520
TP4G-DX	IPGUARD MINI 4G/IP/GSM Champagne	£1,580
TP4G-NX	IPGUARD MINI 4G/IP/GSM Black Matte	£1,580
BSA3	Silver surface housing for IPGUARD MINI (TP4G-AX)	£150
BSD3	Champagne surface housing for IPGUARD MINI (TP4G-DX)	£200
BSN3	Black surface housing for IPGUARD MINI (TP4G-NX)	£200
AR122	12VDC/2A PSU, usually used for locking	£60
AR125	12VDC/5A PSU, usually used for IPGUARD	£85
ZAN1055	Remote aerial with 5m cable	£115
IGSM4G	4G/IP router includes ZAN1055 remote aerial and AR122 12VDC/2A PSU (only required if 4G signal in the area is low)	£750

EQUALITY ACT 2010 COMPLIANT



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Surface housing, silver  
BSA3



**EVE196-X3-RS**  
proximity reader control unit



**ZAN1055**  
Connects directly to IPGUARD.  
Always required if 4G signal to  
panel is low but recommended to  
get best signal available.



**IGSM4G/IP router modem**  
**Only required** if 4G aerial needs  
to go on roof, max 80 metres from  
IPGUARD (usually in top floor riser),  
ZAN1055 and AR122 PSU included.



**AR122 (12VDC/2A)**  
for locking



**AR125 (12VDC/5A)**  
for IPGUARD

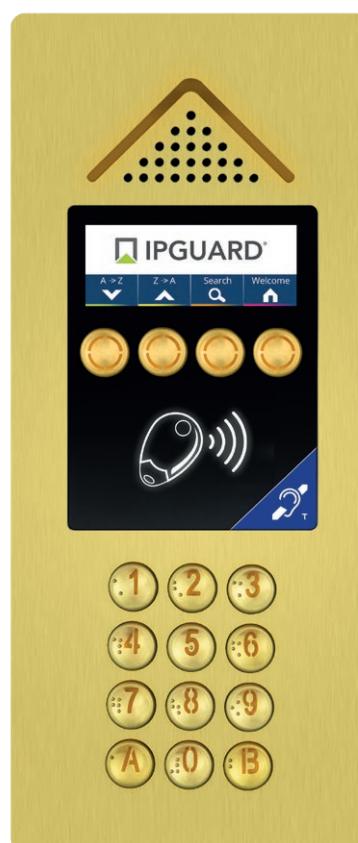
# IPGUARD® 4G/IP/GSM MINI PLUS

## SMART VISITOR DOOR ENTRY

IPGUARD 4G/IP/GSM MINI PLUS, full IP panel with integral or remote 4G modem, **3000 flat (name) capacity**, 2.9" full colour display screen, display LEDs, 12 large illuminated braille button keypad, illuminated integral anti-vandal proximity reader, voice and visual prompt messages, 3no relays, Equality Act compliant, BS316 s.steel anti-vandal with special security screws. Audio and video communications to all smart devices (iPhone, Android, iPad, Tablet etc), audio to land lines and non-smart mobiles. Real-time BATICONNECT CLOUD management ([www.baticonnect.com](http://www.baticonnect.com)).



IPGUARD® MINI PLUS  
Stainless steel, flush



IPGUARD® MINI PLUS  
Brushed brass, flush

Item code	Description	List price
TP4G-IX	IPGUARD MINI PLUS 4G/IP/GSM Silver	£1,980
TP4G-LX	IPGUARD MINI PLUS 4G/IP/GSM Brass	£2,230
BTP08-S	IPGUARD MINI PLUS Surface housing Stainless Steel	£200
AR122	12VDC/2A PSU, usually used for locking	£60
AR125	12VDC/5A PSU, usually used for IPGUARD	£85
ZAN1055	Remote aerial with 5m cable	£115
IGSM4G	4G/IP router includes ZAN1055 remote aerial and AR122 12VDC/2A PSU (only required if 4G signal in the area is low)	£750

EQUALITY ACT 2010 COMPLIANT



**IPGUARD**  
Smart app



**ANTI CLONE**  
**GUARANTEE**



**24/7/365**  
[www.baticonnect.com](http://www.baticonnect.com)



**EVE196-X3-RS**  
proximity reader control unit



**ZAN1055**  
Connects directly to IPGUARD.  
Always required if 4G signal to panel is low but recommended to get best signal available.



**IGSM4G/IP router modem**  
**Only required** if 4G aerial needs to go on roof, max 80 metres from IPGUARD (usually in top floor riser), ZAN1055 and AR122 PSU included.



**AR122 (12VDC/2A)**  
for locking



**AR125 (12VDC/5A)**  
for IPGUARD



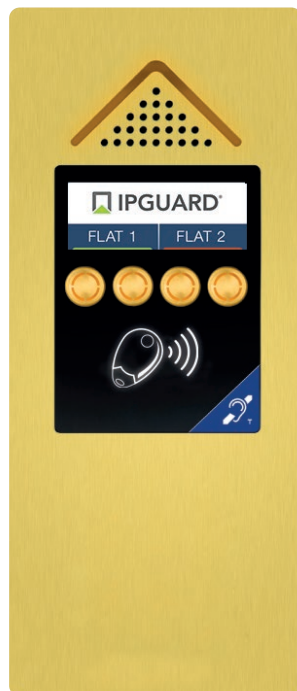
# IPGUARD® 4G/IP/GSM MINI TOUCH

## SMART VISITOR DOOR ENTRY

IPGUARD 4G/IP/GSM MINI TOUCH, Push-Button panel with integral or remote 4G modem, up to 4 directions, 2.9" customizable colour screen display, illuminated anti vandal proximity reader, voice and visual prompt messages, 1no relay, Equality Act compliant. Audio and video communications to all smart devices (iPhone, Android, iPad, Tablet etc), audio to land lines and non-smart mobiles. Real-time BATICONNECT CLOUD management ([www.baticonnect.com](http://www.baticonnect.com)).



IPGUARD® MINI TOUCH  
without coded keypad  
Brushed aluminium, silver, flush



IPGUARD® MINI TOUCH  
without coded keypad.  
With hearing loop  
Brushed brass, flush



IPGUARD® MINI TOUCH  
with coded keypad 12 backlit braille keys.  
With hearing loop  
Brushed stainless steel, flush

Item code	Description	List price
<b>IPGUARD MINI TOUCH, ALUMINIUM 3mm DIAMETER VANDAL RESISTANT FACE</b>		
Without coded keypad		
TP4G-TA-XNA	Silver, NO Keypad	£1,200.00
TP4G-TD-XNA	Champagne, NO Keypad	£1,260.00
TP4G-TN-XNA	Black Matte, NO Keypad	£1,260.00
With coded keypad		
TP4G-TAC-XNA	Silver, With Keypad	£1,300.00
TP4G-TDC-XNA	Champagne, With Keypad	£1,360.00
TP4G-TNC-XNA	Black Matte, With Keypad	£1,360.00
<b>IPGUARD MINI TOUCH, STAINLESS STEEL / BRASS FACE WITH HEARING AID LOOP</b>		
Without coded keypad		
TP4G-TI-XNA	Brushed stainless steel, Anti-vandal, NO Keypad	£1,660.00
TP4G-TL-XNA	Brushed brass, Anti-vandal, NO Keypad	£1,910.00
With coded keypad		
TP4G-TIC-XNA	Brushed stainless steel, Anti-vandal, With Keypad	£1,760.00
TP4G-TLC-XNA	Brushed brass, Anti-vandal, With Keypad	£2,010.00

EQUALITY ACT 2010 COMPLIANT



**IPGUARD**  
Smart app



**ANTI CLONE**  
**GARANTEE**



**24/7/365**  
[www.baticonnect.com](http://www.baticonnect.com)



**EVE196-X3-RS**  
proximity reader control unit



**ZAN1055**  
Connects directly to IPGUARD.  
Always required if 4G signal to panel is low but recommended to get best signal available.



**IGSM4G/IP router modem**  
**Only required** if 4G aerial needs to go on roof, max 80 metres from IPGUARD (usually in top floor riser), ZAN1055 and AR122 PSU included.

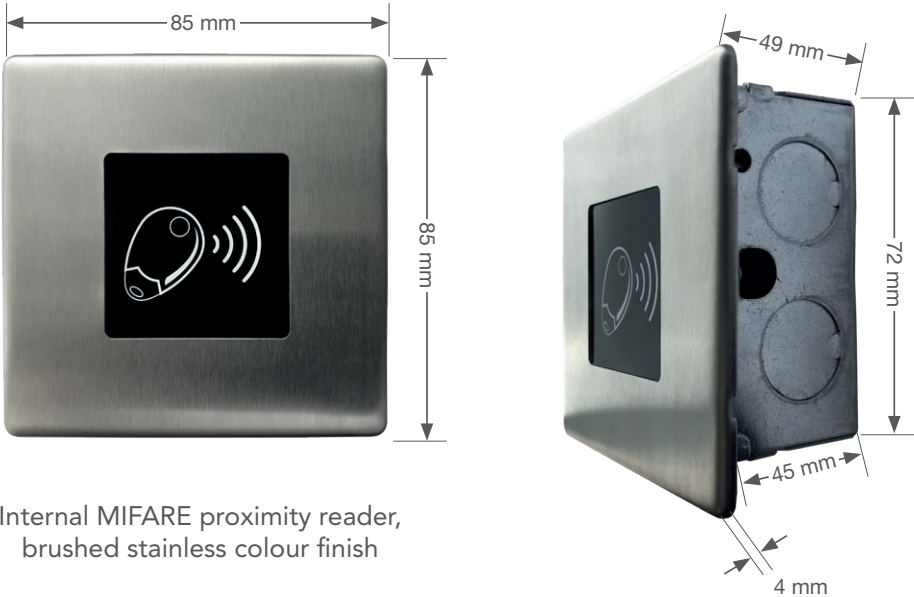


**AR122 (12VDC/2A)**  
for locking



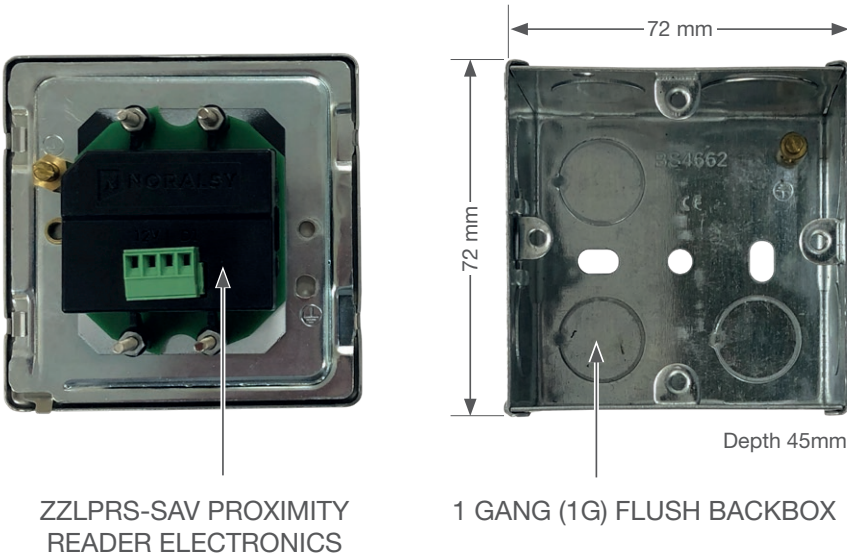
**AR125 (12VDC/5A)**  
for IPGUARD

PX11-MK1G-BSS

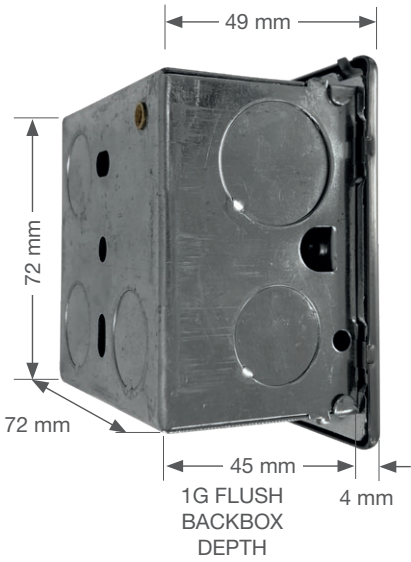


Internal MIFARE proximity reader,  
brushed stainless colour finish

REAR VIEW



1 GANG (1G) FLUSH BACKBOX





**ANTI-CLONE  
GUARANTEE**



Brushed stainless steel



PX11-MK1G-BSS

Porcelain white



PX11-MK1G-WHI

Lacquered brushed steel



PX11-MK1G-LBS

Satin gold



PX11-MK1G-SAG

Lustrous black



PX11-MK1G-LBK

Used in conjunction with:



KCP4000 Proximity Keyfob  
sequentially numbered

Item code	Description	List price
PX11-MK1G-BSS	Brushed stainless steel colour finish Proximity reader (1G backbox not included)	£200
Special order		
PX11-MK1G-WHI	Porcelain white colour finish Proximity reader (1G backbox not included)	£230
PX11-MK1G-LBS	Lacquered brushed steel colour finish Proximity reader (1G backbox not included)	£230
PX11-MK1G-SAG	Satin gold colour finish Proximity reader (1G backbox not included)	£230
PX11-MK1G-LBK	Lustrous black colour finish Proximity reader (1G backbox not included)	£230



Operate in conjunction with EVE196-X3-RS control unit

Item code	Description	List price
EVE196-X3-RS	Control unit, 1 door, 3000 prox capacity, real-time BATICONNECT CLOUD management, anti-clone protection guarantee.	£225

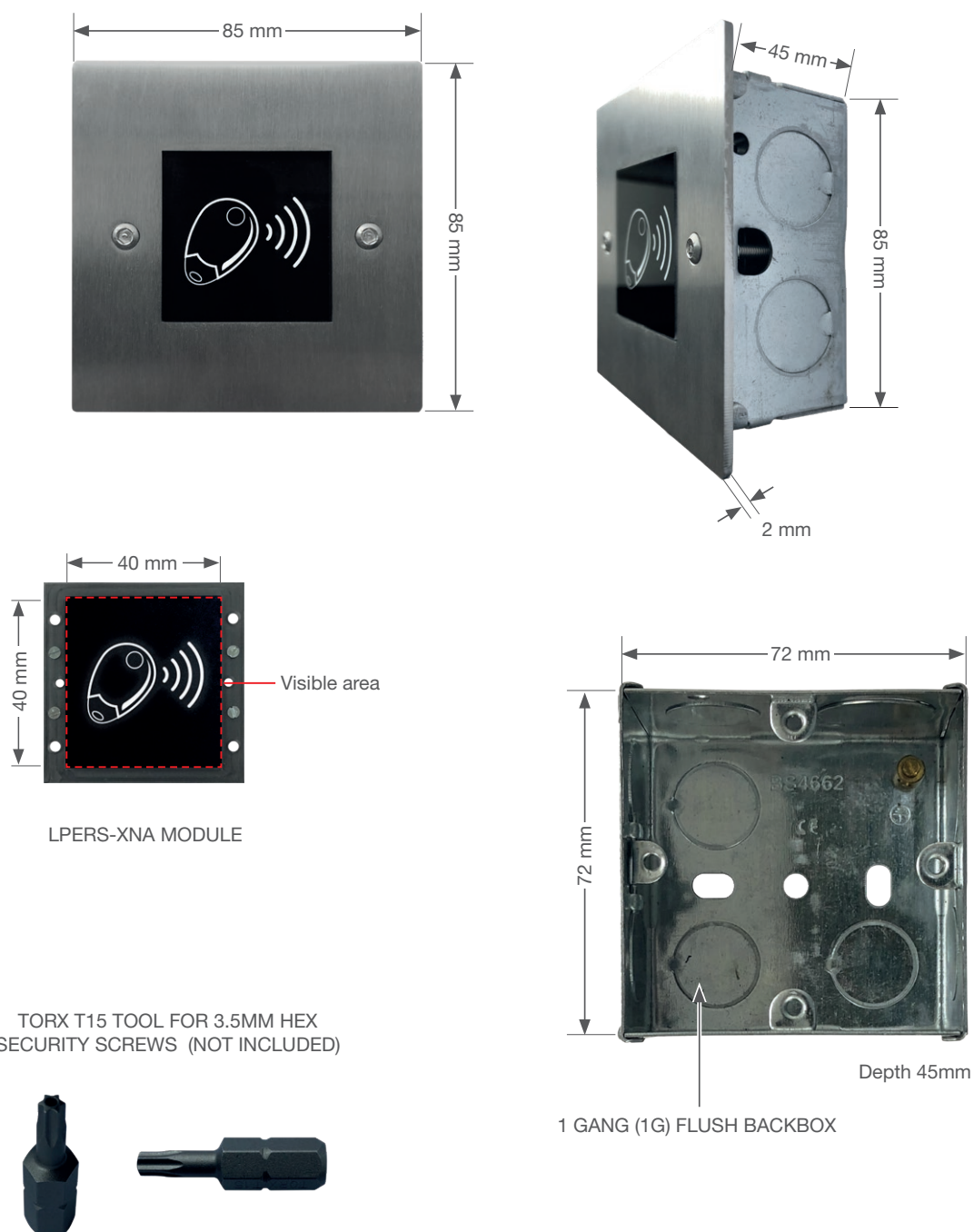
# PROXIMITY READERS ANTI-VANDAL

MIFARE TECHNOLOGY, EXTERNALLY RATED,  
ANTI-VANDAL BS316 GRADE S.STEEL PROXIMITY READERS.

Recommended for all locations where toughness required, for example; car parks, bin/bike stores, and obviously all external applications.

## PX11-1GF

PX11-1GF anti-vandal MIFARE technology proximity reader, flush





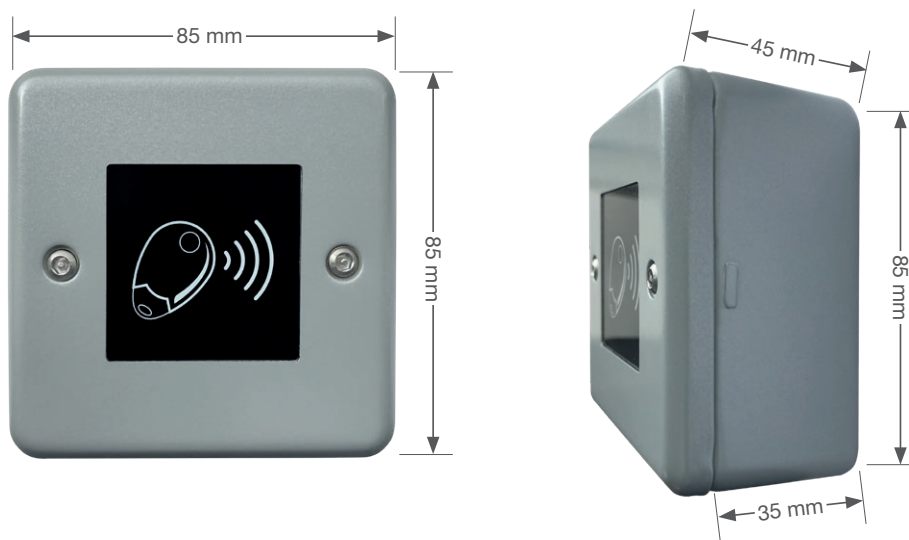


**ANTI-CLONE  
GUARANTEE**

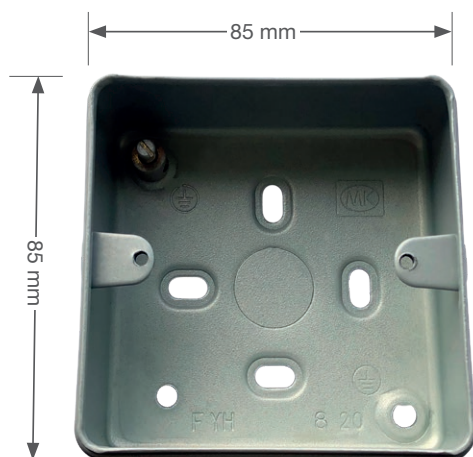
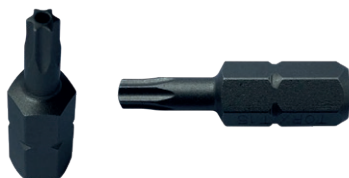


## PX11-MK1GS

PX11-MK1GS anti-vandal MIFARE technology proximity reader, surface



TORX T15 tool for 3.5mm Hex Security Screws (not included)



Depth 35mm

1 GANG (1G) METALCLAD  
SURFACE BOX

Used in conjunction with:



KCP4000 Proximity Keyfob  
sequentially numbered

Item code	Description	List price
PX11-1GF	BS316 grade s.steel facia with integral Proximity reader (1G backbox not included)	£200
PX11-MK1GS	MK Metalclad facia <b>AND</b> surface box with integral Proximity reader	£240
LPERS-XNA	Proximity reader (mifare), Module Only, 40mm x 40mm	£150
TORX15	TORX 15 security tool, pack of 5 for 3.5mm Hex Security Screws	£22



Operate in conjunction with EVE196-X3-RS control unit

Item code	Description	List price
EVE196-X3-RS	Control unit, 1 door, 3000 prox capacity, real-time BATICONNECT CLOUD management, anti-clone protection guarantee.	£225

# PROXIMITY READERS ANTI-VANDAL

## MIFARE TECHNOLOGY

### EXTERNALLY RATED, ANTI-VANDAL BS316 GRADE S.STEEL PROXIMITY READERS.

Recommended for all locations where functionality and toughness required, for example; car parks, bin/bike stores, and obviously all external applications.



Flush flanged

PX10-F Proximity Reader  
(LPMRS-XNA + 1F)

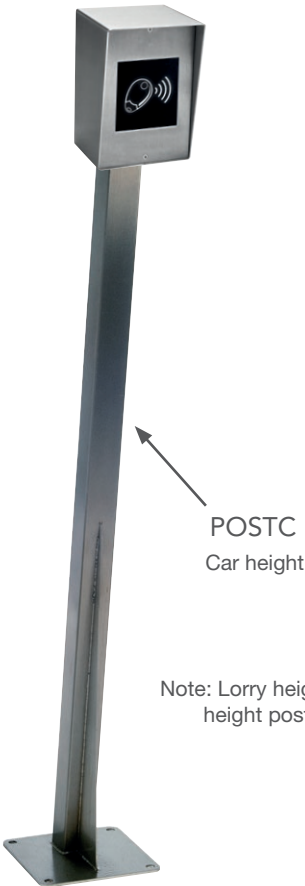


PX10-S Proximity Reader  
(LPMRS-XNA + 1S)



For posts

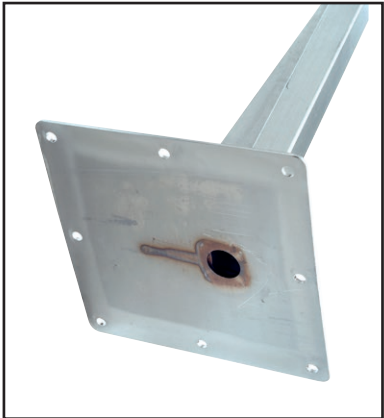
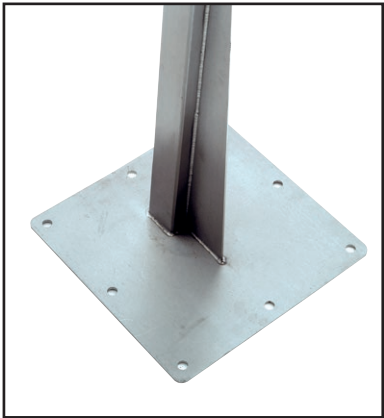
PX10-HS Proximity Reader  
(LPMRS-XNA + 1HS)



Note: Lorry height, and Lorry & Car dual height posts are also available.

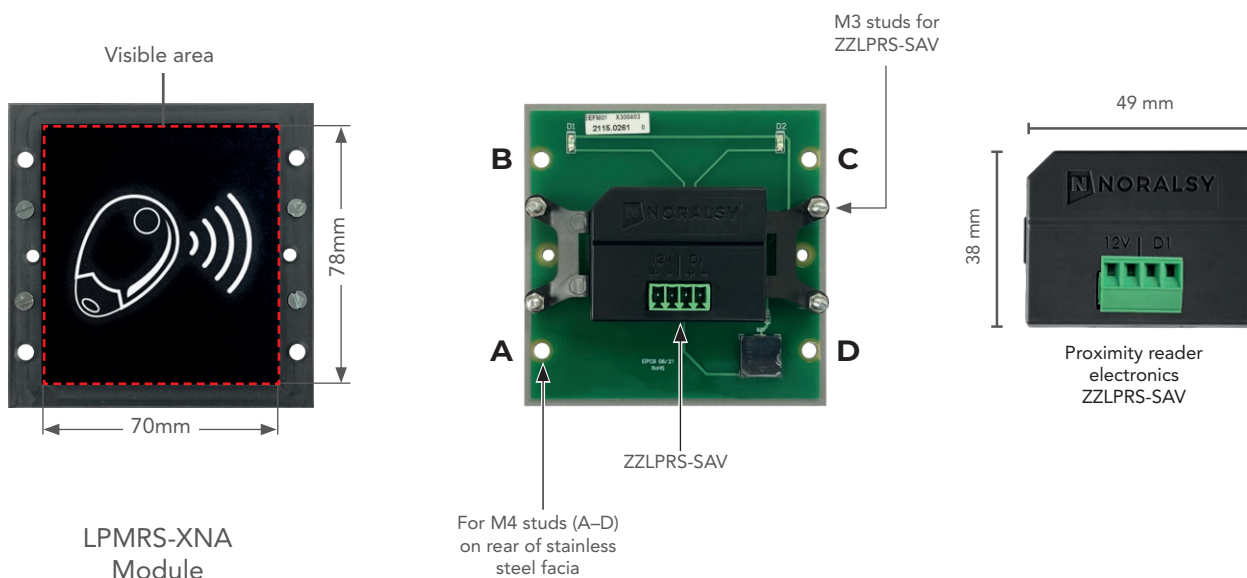


Fixing plate for HS housing





**ANTI-CLONE  
GUARANTEE**



Used in conjunction with:



KCP4000 Proximity Keyfob  
sequentially numbered

Item code	Description	List price
PX10-F	Proximity reader (MIFARE) lexan anti-vandal in flush flanged s.steel housing.	£355
PX10-S	Proximity reader (MIFARE) lexan anti-vandal in surface s.steel housing.	£350
PX10-HS	Proximity reader (MIFARE) lexan anti-vandal in hooded surface s.steel housing (POST mounting range).	£355
POSTC	Post car height	£445
LPMRS-XNA	Proximity reader (MIFARE) module only.	£200

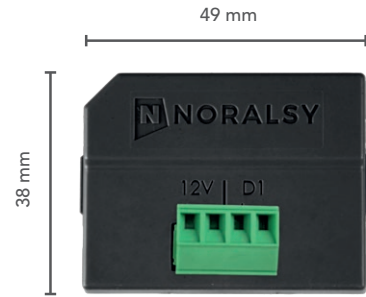


Operate in conjunction with EVE196-X3-RS control unit

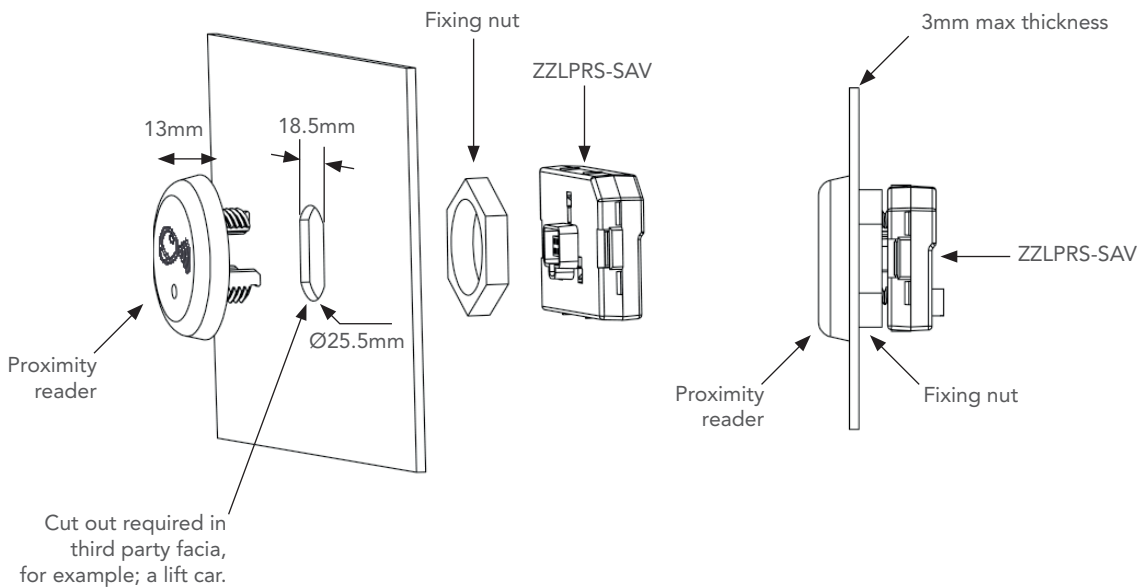
Item code	Description	List price
EVE196-X3-RS	Control unit, 1 door, 3000 prox capacity, real-time BATICONNECT CLOUD management, anti-clone protection guarantee.	£225

# LPTRS PROXIMITY READER (T25 FORMAT)

Usually used in lifts.



Proximity reader electronics  
ZZLPRS-SAV



Used in conjunction with  
KCP4000 Proximity Keyfob  
sequentially numbered



ANTI-CLONE  
GUARANTEE

Item code	Description	List price
LPTRS	Proximity reader (T25 format) complete	£160

Operate in conjunction with EVE196-X3-RS control unit



Item code	Description	List price
EVE196-X3-RS	Control unit, 1 door, 3000 prox capacity, real-time BATICONNECT CLOUD management, anti-clone protection guarantee.	£225

# RADIO RECEIVERS FOR VEHICLE GATES

RADIO RECEIVER 433 MHZ, 4 RELAYS, REAL-TIME BATICONNECT CLOUD MANAGEMENT, ANTI-CLONE PROTECTION GUARANTEE



LHF433-RS-4

Used in conjunction with:



TEL433 Coded Radio Transmitter  
sequentially numbered

Item code	Description	List price
LHF433-RS-4	Radio receiver 433 Mhz, 4 relays, real-time BATICONNECT CLOUD management, anti-clone protection guarantee	£300



ANTI-CLONE  
GUARANTEE



# PROXIMITY KEYFOBS & RADIO TRANSMITTERS

Anti-clone guarantee via [www.baticonnect.com](http://www.baticonnect.com) cloud.



## ANTI-CLONE GUARANTEE

ONLY FOR NORALSY BATICONNECT & IPGUARD SYSTEMS

### KCP4000 Proximity Keyfob for residents

### TEL433 Coded Radio Transmitter for motorists



- KCP4000 proximity keys are each **engraved with a unique 10 digit ID number**.
- The first 5no digits **identify the scheme/site**, the last 5no digits **identify the user**.
- They are also **sequentially numbered** for ease of administration control and security.

- TEL433 radio transmitters are each **engraved with a unique 10 digit ID number**.
- The first 5no digits **identify the scheme/site**, the last 5no digits **identify the user**.
- They are also **sequentially numbered** for ease of administration control and security.

Item code	Description	Retail price*
KCP4000	Green proximity key fob, engraved with unique 10 digit ID number, sequential	£26
TEL433	Coded radio transmitter, engraved with unique 10 digit ID number, sequential	£64

\* Call for list price.

### EXISTING SECURITY PRINCIPLES FOR HIGH SECURITY MECHANICAL KEYS

#### KABA Master Key System

The system owner is the “responsible person” and must use a registration card which carries the “responsible persons” signature and **unique system number** in order to purchase keys.

A tailor-made key plan including a **logical key and cylinder numbering** system that is flexible enough to last.

#### ASSA ABLOY Master Key Solutions Planned Systems with complete support

Multi level — Level 3

This is the **highest level of security** and offers the **most rigid key control**.

Each key will be **stamped with a unique system number and key reference**. The keys can be **sequentially numbered** to assist the end user in recording who has been given which individual key.

#### YALE PRO-KEY [Master Key System] BSEN1303 Grade 5 [or CEN5]

The Yale Key **ID number** is stamped on the key and the cylinder, it **identifies the dealer, suite number and key reference**.

### THE SAME SECURITY PRINCIPLES APPLY TO OUR PROXIMITY KEYFOBS AND RADIO TRANSMITTERS

Visible unique ID number on each proximity keyfob and radio transmitter.

All are site and sequentially numbered.

Most advanced manufacturing process. The visible unique ID number on each proximity keyfob and radio transmitter identifies the site (scheme) and the user.

Example key numbers:

9184500001,  
9184500002,  
9184500003 etc.

Only this numbering system technology enables batch loading and deleting, total accuracy and control, and full audit traceability from manufacturer to end-user.



etc.

# PORTACODE KEYPAD

Remotely Programmable



90 keypad codes, 2 relays, 12 large illuminated braille button keypad, LED visuals, voice prompts, remote management via BATICONNECT CLOUD ([www.baticonnect.com](http://www.baticonnect.com)).



Silver



Champagne



Surface boxes



Model preset for  
T25 reader

## PORTACODE KEYPAD – ZAMAC

Item code	Description	List price
PCA327-RS	Portacode, Silver, Flush, remotely programmable via BATICONNECT CLOUD	£300
PCD327-RS	Portacode, Champagne, Flush, remotely programmable via BATICONNECT CLOUD	£300
BZPC-A	Silver surface housing for PCA327-RS	£90
BZPC-D	Champagne surface housing for PCD327-RS	£90

## PORTACODE KEYPAD, LARGE MODEL (PRESET FOR T25 READER\*) – ZAMAC

Item code	Description	List price
PTA327-RS	Portacode, Silver, Flush, preset for T25 Proximity Reader, Remotely programmable via BATICONNECT CLOUD	£350
PTD327-RS	Portacode, Champagne, Flush, preset for T25 Proximity Reader, Remotely programmable via BATICONNECT CLOUD	£350
BZPT-A	Silver surface housing for PTA327-RS	£110
BZPT-D	Champagne surface housing for PTD327-RS	£110

## PORTACODE KEYPAD, LARGE MODEL (PRESET FOR T25 READER\*) – STAINLESS STEEL

Item code	Description	List price
PTI327-RS	Portacode Stainless Steel, Flush, preset for T25 Proximity Reader, Remotely programmable via BATICONNECT CLOUD	£370
BTP01-I	Surface housing for PTI327-RS	£200

\* LPTRS (T25 format) proximity reader and EVE196-X3-RS control unit not included in the price.

# IPKEYSAFE Remote Key Storage & Management



On site safe controlled storage for building service keys. Constructed from BS316 grade stainless steel, the anti-vandal design has a super tight fitting door to prevent insertion of sharp instruments to force opening. If the door is forced or not closed properly an alarm sounds and an alert is sent via SMS and/or email. Connected to BATICONNECT CLOUD ([www.baticonnect.com](http://www.baticonnect.com)) for remote management of access rights and full audit trail.



CBOX01-X3  
IPKEYSAFE with integral T25 format  
LPTRS proximity reader, flush



BTP07-S  
Surface housing

Item code	Description	List price
CBOX01	IPKEYSAFE Flush, Remote Key Storage & Management, Stainless Steel	£1,000
CBOX01-X3	As CBOX01 but with integral T25 format Proximity Reader (LPTRS)	£1,150
BTP07-S	Surface housing for IPKEYSAFE for CBOX01 & CBOX01-X3	£200

## INTELLIGENT & CONNECTED

### SAFE STORAGE

The keys for the building are where you want them to be – on site.

### AVAILABILITY

- Set access rights to the IPKEYSAFE™.
- Full audit trail for your keys.

### STRONG, 316 GRADE S.S. STEEL

- Everything is stainless steel.
- IK09 rated.



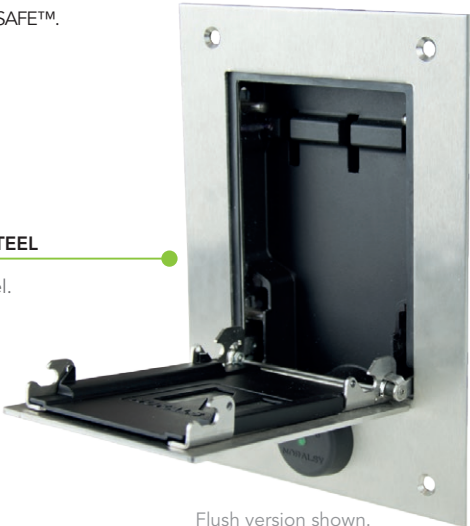
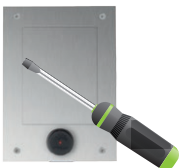
## REAL TIME ALARMS & ALERTS

Forced door or door not properly closed monitoring:

- Alarm sounds
- Send SMS / Email alert

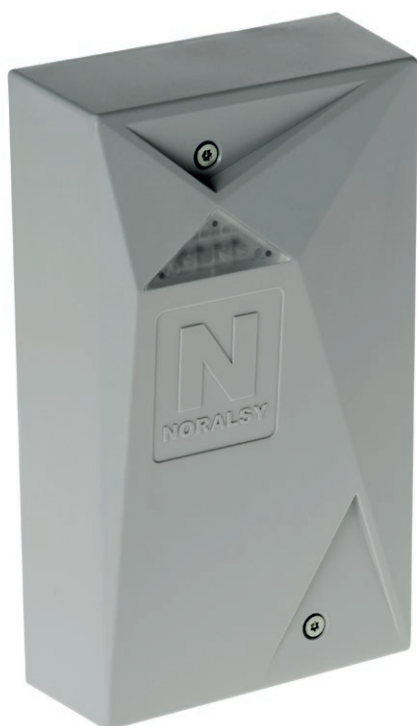
## ANTI-VANDAL DESIGN

Super tight fitting door to prevent insertion of sharp instrument to force opening.



Flush version shown.  
Also available surface.

# DATA MODEM 2G



www.baticonnect.com

Used for access control only installations ie. where there are no IPGUARD 4G/IP/GSM Smart Visitor Panels installed.

Data modem with BATICONNECT CLOUD **10 year** unlimited programming / data package c/w network roaming – capacity for maximum **10no** access controlled points on bus – surface mounted, externally rated polycarb casing, includes 1no remotely controlled relay.

Item code	Description	List price
IGSMDATA32	Data modem includes BATICONNECT CLOUD unlimited programming for 10 years	£550

Data modem with BATICONNECT CLOUD **10 year** unlimited programming / data package c/w network roaming – capacity for maximum **4no** access controlled points. Surface mounted, externally rated polycarb casing.

Item code	Description	List price
IGSMDATA4	Data modem includes BATICONNECT CLOUD unlimited programming for 10 years	£350

## 4G ROUTER (IPGUARD® ONLY)



Only required if 4G aerial needs to go on roof, max 80 metres from IPGUARD (usually in top floor riser), ZAN1055 and AR122 PSU included.

Item code	Description	List price
IGSM4G	4G router c/w ZAN1005 remote aerial pack.	£750



**ANTI-CLONE  
GUARANTEE**

# POWER SUPPLIES (DIN RAIL)



AR122 (12VDC/2A)



AR125 (12VDC/5A)



ARS1250-D  
input for battery back-up

Item code	Description	List price
AR122	12VDC/2A PSU, usually used for locking	£60
AR125	12VDC/5A PSU, usually used for IPGUARD	£85
ARS1250-D	12VDC/5A PSU with inputs for battery back-up	£135



# Low Loss Communication Coax – 50 Ohm



Cable with connectors



ZAN1055  
Aerial with fixing bracket



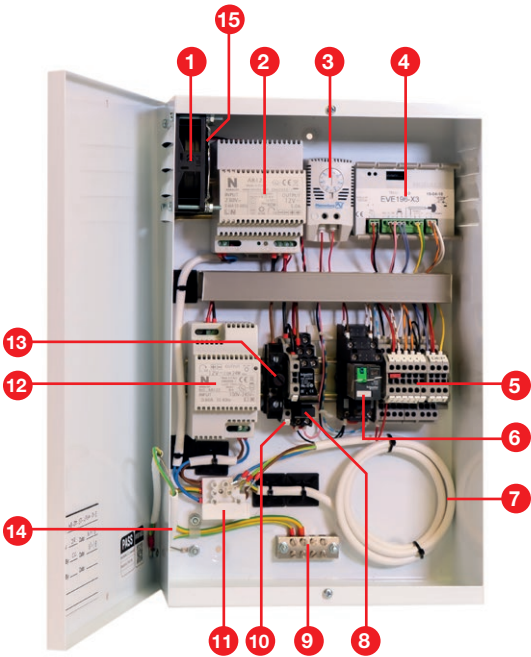
Internal IPGUARD panel  
connector cable, included

Item code	Description	List price
ZAN1055	Aerial with 5m cable (Only required if 4G signal to the panel is low)	£115
ZCAB54-M	ZAN1055 aerial with 10m cable	£175
ZCAB53-M	ZAN1055 aerial with 15m cable	£190
ZCAB52-M	ZAN1055 aerial with 20m cable	£205

# PRE-ASSEMBLED FULLY EQUIPPED CONTROL CABINETS – OPTIONAL



IPGUARD 4G/IP SMART cabinet for proximity reader and locking with power supplies for main (1no) door.



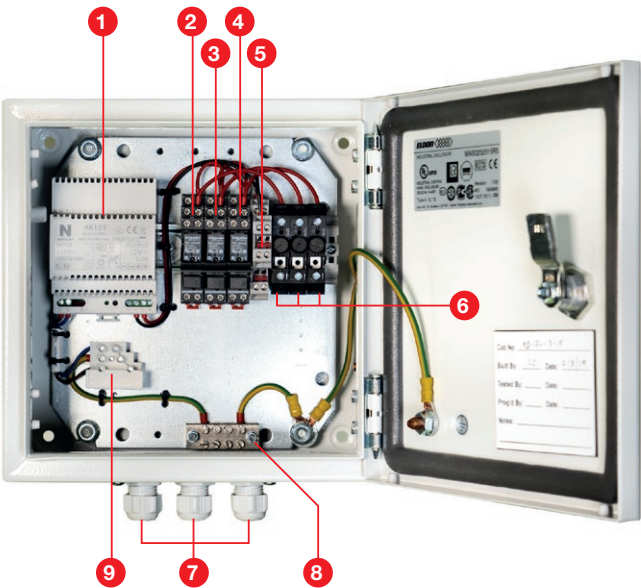
- 1. Cooling fan
- 2. 12VDC/5AMP power supply for visitor panel and proximity access control
- 3. Thermostat
- 4. EVE196-X3-RS proximity reader interface
- 5. Connection terminals
- 6. 10AMP 2-pole 12VDC coil relay\*
- 7. 1.0mm<sup>2</sup> 3-core mains flex
- 8. 8AMP 2-pole 12VDC coil relay
- 9. Earth bar
- 10. 0V to lock
- 11. 230VAC (3AMP) fused mains connection (rated to 13AMP)
- 12. 12VDC/2AMP power supply for locking
- 13. Fused (1AMP) output to lock (rated to 10AMP)
- 14. Safety strap for lid
- 15. Finger guard for fan

\* Interface to drop fail safe locks.

Cabinet dimensions: 400mmH x 250mmW x 100mmD

Item code	Description	List price
IPG-CAB1D	IPGUARD 4G/IP SMART cabinet for proximity reader + locking with power supplies for main (1no) door	£1,365

## Locking Power Supply Unit For 1–3 Doors



- 1. 12VDC/5AMP power supply
- 2. Lock 1 relay (rated to 8AMP)
- 3. Lock 2 relay (rated to 8AMP)
- 4. Lock 3 relay (rated to 8AMP)
- 5. 0V to locks
- 6. Fused (1AMP) outputs to locks (rated to 10AMP)
- 7. 20mm dia glands for cable entry
- 8. Earth bar
- 9. 230VAC fused (3AMP) mains connection (rated to 13AMP)

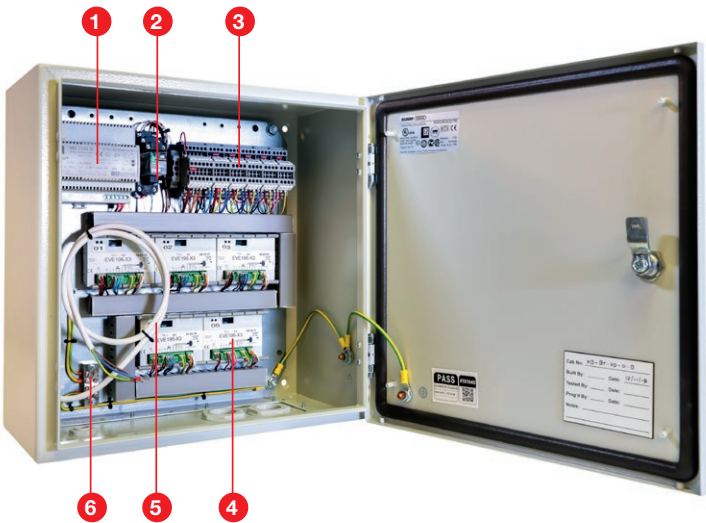
Dimensions: 250mmH x 250mmW x 155mmD

Item code	Description	List price
LPS-CAB1	Locking power supply cabinet for 1 door	£276
LPS-CAB2	Locking power supply cabinet for 2 doors	£295
LPS-CAB3	Locking power supply cabinet for 3 doors	£305

# PRE-ASSEMBLED FULLY EQUIPPED CONTROL CABINETS – OPTIONAL



## BATICONNECT® CLOUD Access Control Cabinet For 1–5 Doors



- 1. 12VDC/5AMP power supply for EVE196-X3-RS's
- 2. 10AMP 2-pole 12VDC coil relay\*
- 3. Connection terminals
- 4. EVE196-X3-RS proximity reader control unit
- 5. 1.0mm² 3-core mains flex
- 6. Earth bar

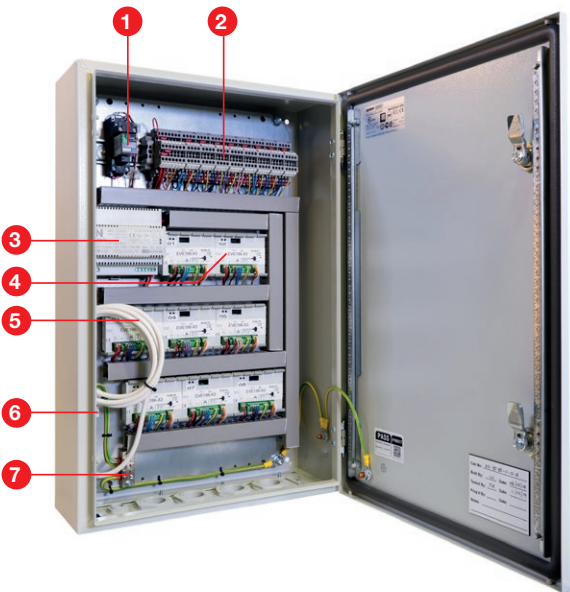
\* Interface to drop fail safe locks.

NOTE: Includes a 230VAC fused (3AMP) mains connection (rated to 13AMP)

Cabinet dimensions: 400mmH x 400mmW x 155mmD

Item code	Description	List price
EVE-CAB1	Complete cabinet EVE196-X3-RS proximity reader control unit x 1no	£825
EVE-CAB2	Complete cabinet EVE196-X3-RS proximity reader control unit x 2no	£1,075
EVE-CAB3	Complete cabinet EVE196-X3-RS proximity reader control unit x 3no	£1,325
EVE-CAB4	Complete cabinet EVE196-X3-RS proximity reader control unit x 4no	£1,435
EVE-CAB5	Complete cabinet EVE196-X3-RS proximity reader control unit x 5no	£2,030

## BATICONNECT® CLOUD Access Control Cabinet For 6–8 Doors



- 1. 10AMP 2-pole 12VDC coil relay\*
- 2. Connection terminals
- 3. 12VDC/5AMP power supply for EVE196-X3-RS's
- 4. EVE196-X3-RS proximity reader control unit
- 5. 1.0mm² 3-core mains flex
- 6. 230VAC fused (3AMP) mains connection (rated to 13AMP)
- 7. Earth bar

\* Interface to drop fail safe locks.

Cabinet dimensions: 600mmH x 400mmW x 155mmD

Item code	Description	List price
EVE-CAB6	Complete cabinet EVE196-X3-RS proximity reader control unit x 6no	£2,335
EVE-CAB7	Complete cabinet EVE196-X3-RS proximity reader control unit x 7no	£2,635
EVE-CAB8	Complete cabinet EVE196-X3-RS proximity reader control unit x 8no	£2,935

# PRE-ASSEMBLED FULLY EQUIPPED CONTROL CABINETS – OPTIONAL



## BATICONNECT® CLOUD Modem Cabinet for access control installations only



- 1. 12VDC/5AMP power supply
- 2. GSM module (for external/remote aerial)
- 3. 1.0mm<sup>2</sup> 3-core mains flex
- 4. 230VAC fused (3AMP) mains connection (rated to 13AMP)
- 5. Earth bar

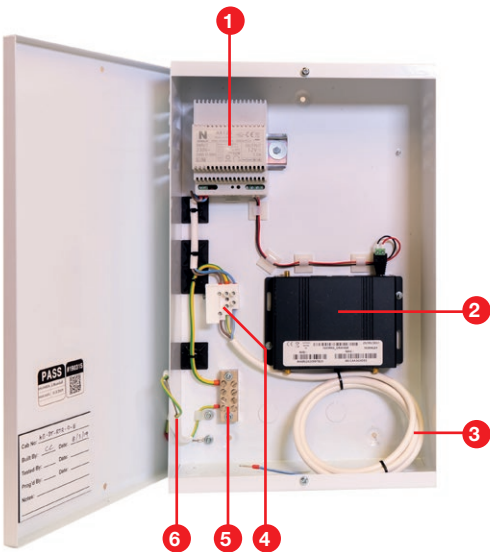
Includes the remote ZAN aerial and 5 metres of 75 Ohm cable.

Cabinet dimensions: 400mmH x 250mmW x 100mmD

External ZAN aerial via Coax 75 Ohm low loss cable connects to the IGSMDATA4/32 data modem.

Item code	Description	List price
D2GM-CAB4	IGSMDATA4 data modem cabinet with 10 years data comms included, max 4 doors.	£1,300
D2GM-CAB32	IGSMDATA32 data modem cabinet with 10 years data comms included, max 16 doors.	£1,550

## 4G Router cabinet for IPGUARD® Smart Visitor includes full BATICONNECT® CLOUD. Only required if 4G aerial needs to be roof mounted (max distance 80 metres).



- 1. 12VDC/5AMP power supply
- 2. IGSMG 4G/IP router (for external/remote aerial)
- 3. 1.0mm<sup>2</sup> 3-core mains flex
- 4. 230VAC fused (3AMP) mains connection (rated to 13AMP)
- 5. Earth bar
- 6. Safety strap for lid

Includes the remote ZAN aerial and 5 metres of 75 Ohm cable.

Cabinet dimensions: 400mmH x 250mmW x 100mmD

External ZAN aerial via Coax 75 Ohm low loss cable connects to the IGSM4G router.

Item code	Description	List price
IGSM4G-CAB	IGSMG 4G/IP router for IPGUARD range panel installations, complete cabinet with power supply.	£1,300



# IPGUARD® WITH BATICONNECT® COMMUNICATIONS PRICELIST



## The benefits!

Unlimited video and data communications package, NO additional line rental costs.

Unlimited real-time [www.baticonnect.com](http://www.baticonnect.com) CLOUD support, NO software required.

The **BATICONNECT® CLOUD** platform provides:

1. Automatic on-going system data back-up.
2. Client access 24/7/365 for remote programming of telephone numbers, proximity keyfobs, radio transmitters, keypads, digital displays and IPKEYSAFE™ (secure key storage) on all controlled doors and vehicle entrances.
3. A full audit trail and data retrieval of all system usage.



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## TOTAL 24/7/365 REAL-TIME MANAGEMENT OF ALL YOUR SITES

### PROGRAM ALL SYSTEMS, PANELS, CREDENTIALS REMOTELY



Display names,  
details



Proximity  
keyfobs



Keypad  
codes



Radio  
transmitters



Keysafes

### PROGRAM ACCESS RIGHTS



Date period validity  
eg. from 28 Sep  
to 14 Dec 2022



Time zone validity  
eg. from 08:00–20:00  
Monday–Friday



Door/Gate validity  
Create door/gate  
authorisation profiles

### PROGRAM AUTHORISATION LEVELS, TRANSFER ACCOUNTS, AMEND WHO CONTROLS WHICH SITES



#### CARETAKER

Proximity keys, codes  
telephone numbers



#### MANAGEMENT COMPANY

Authorisation levels, multi-site



#### ADMINISTRATOR

Total rights

### Secured by Design



Police Preferred Specification

### ALERT NOTIFICATIONS

SMS / Email notifications of  
forced doors, faults on third  
party systems etc.

### COMMUNICATE DIRECTLY WITH RESIDENTS

Use BATICONNECT® to  
send SMS messages directly  
to your residents.

### EVENT LOGS



## Option 1 Monthly BATICONNECT CLOUD® including unlimited IPGUARD audio-visual comms subscription

Monthly ongoing IPGUARD subscription (from expiry of free period, if applicable)

Pay monthly, price for one (the main) IPGUARD panel

Number of dwellings serviced	Monthly subscription cost for one (the main) IPGUARD panel
1 to 4	£12.00 / month
5 to 10	£18.00 / month
11 to 20	£24.00 / month
Over 20 flats	Add £1.20 per extra flat / month

*For configurations not shown, the monthly all-inclusive audio-visual communications and BATICONNECT® CLOUD subscription cost will be detailed on quotation.*

Price per extra IPGUARD panel per month (secondary panels on the block/site)	£18.00 / month
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**EXAMPLE 1** My block has 12 flats and 1no IPGUARD panel servicing all 12 flats.

Total cost for the entire block (NOT per flat) = £24 + VAT per month (equates to £2.00 + VAT per flat per month).

**EXAMPLE 2** My block has 12 flats. It has 1no IPGUARD panel on the vehicle gate, and 1no IPGUARD on the main block entrance. So 2no IPGUARD panels each servicing the same 12 flats.

Total cost for the entire block (NOT per flat) = £24 + £18 = £42 + VAT per month (equates to £3.50 + VAT per flat per month).

**EXAMPLE 3** My block has 25 flats. It has 1no IPGUARD panel on the main block entrance, 1no IPGUARD on the rear entrance, and 1no IPGUARD on the vehicle gate. So 3no IPGUARD panels each servicing the same 25 flats.

Total cost for the entire block (NOT per flat) = £30 + £18 + £18 = £66 + VAT per month (equates to £2.64 + VAT per flat per month).

**EXAMPLE 4** The site has 50 flats. It has 1no IPGUARD panel on the main entrance servicing all 50 flats, 1no IPGUARD on block 1 entrance servicing 25 flats, and 1no IPGUARD on the block 2 entrance servicing 25 flats. So, 3no IPGUARD panels in total with one panel servicing all 50 flats and the other two each servicing 25 flats.

Total cost for the entire site (NOT per flat) = £60 + £18 + £18 = £96 + VAT per month (equates to £1.92 + VAT per flat per month).

**EXAMPLE 5** The site has 200 flats (4no separate blocks each with 50no flats). It has 4no IPGUARD panels in total with each panel servicing 50 flats.

Total cost for the entire site (NOT per flat) = £60 + £60 + £60 + £60 = £240 + VAT per month (equates to £1.20 + VAT per flat per month).

## Option 2 Prepaid 15-year BATICONNECT CLOUD® including unlimited IPGUARD audio-visual comms contract price

Prepaid 15 year all-inclusive communications and BATICONNECT® CLOUD subscription contract (UK).

Prepaid 15 years, price per IPGUARD panel

No. of dwellings	Price per IPGUARD panel for the entire 15 years
1 to 5	1080.00
6 to 10	1200.00
Over 10 flats	Add £120 per extra flat

From 10 dwellings upwards, the 15 year pre-paid contract equates to £120.00 (+VAT) per dwelling for 15 years for each IPGUARD panel.

**EXAMPLE 1** My block has 12 flats and 1no IPGUARD panel servicing all 12 flats.  
Total cost for the entire block (NOT per flat) = £1,440.00 + VAT for a 15 year contract.

**EXAMPLE 2** My block has 25 flats and 1no IPGUARD panel servicing all 25 flats.  
Total cost for the entire block (NOT per flat) = £3,000 (£120 x 25) + VAT for a 15 year contract.

**EXAMPLE 3** My block has 16 flats. It has 1no IPGUARD panel on the vehicle gate, and 1no IPGUARD panel on the main block entrance. So 2no IPGUARD panels each servicing the same 16 flats.  
Total cost for the entire block (NOT per flat) = £1,920 (£120 x 16) + £1,920 (£120 x 16) = £3,840 + VAT for a 15 year contract.

**EXAMPLE 4** My property has 52 flats. It has 1no IPGUARD panel on the main entrance servicing all 52 flats, 1no IPGUARD on block 1 entrance servicing 26 flats, and 1no IPGUARD on the block 2 entrance servicing 26 flats. So, 3no IPGUARD panels in total with one panel servicing all 52 flats and the other two each servicing 26 flats.  
Total cost for the entire site (NOT per flat) = £6,240 (£120 x 52) + £3,120 (£120 x 26) + £3,120 (£120 x 26) = £12,480 + VAT for a 15 year contract.

*For configurations not shown, the prepaid 15 year all-inclusive IPGUARD audio-visual communications and BATICONNECT® CLOUD subscription cost will be detailed on quotation.*

# IPVIEW®

## SMART VIDEO DOOR ENTRY

EQUALITY ACT 2010 COMPLIANT



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24/7/365  
www.baticonnect.com

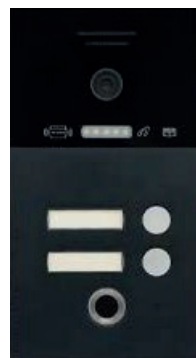
IPVIEW Smart Video Door Entry & Access Control System, **full IP/PoE panel**, CLOUD proximity reader, display LEDs, 12 large illuminated braille button keypad, illuminated integral anti vandal proximity reader, voice and visual prompt messages, Equality Act compliant, Multi-block functionality, lift control integration (optional), Wi-Fi enabled monitors, 8 inputs for integration to monitors (smart homes), CCTV integration, concierge function, 2-way communication between visitors and residents, resident to resident, and resident to concierge, security monitoring. Real-time BATICONNECT CLOUD access control management ([www.baticonnect.com](http://www.baticonnect.com)).



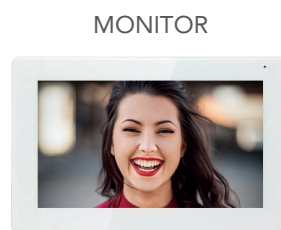
IPVIEW®



IPVIEW® TOUCH



IPVIEW® PUSH-BUTTON



MONITOR

IPVIEW® Smart Receiver



IPVIEW® Concierge Station

Item code	Description	List price
IPVIDEOWIFI	IPVIEW Video WiFi Enabled Smart Receiver (Black or White)	£285
IPVIEW	IPVIEW Stainless Steel 370 x 144 x 50 mm visitor panel	£1,800
IPVIEW-TOUCH	IPVIEW Touch visitor panel	£1,800
IPVIEW-1	IPVIEW push button 1 visitor panel	£450
IPVIEW-2	IPVIEW push button 2 visitor panel	£460
IPVIEW-3	IPVIEW push button 3 visitor panel	£470
IPVIEW-4	IPVIEW push button 4 visitor panel	£480

## ACCESSORIES

Item code	Description	List price
LIFTMOD	IPVIEW Lift module	£400
POE-4	Power over Ethernet (PoE) switch 4 + 2	£55
POE-8	Power over Ethernet (PoE) switch 8 + 2	£110
POE-16	Power over Ethernet (PoE) switch 16 + 2	£265
POE-24	Power over Ethernet (PoE) switch 24 + 2	£350
CIERGHAND	IPVIEW Concierge Station	£1,800

# HI PRO

## WIFI / 4G INTERCOM

HI PRO WiFi / 4G intercom 1 call button, App available for free download on iOS and ANDROID – video door entry functions – logs, calls with snapshot, video messaging, send virtual keys in QR codes, remote opening, motion detection, HD night vision camera, video recording (220 x 100mm), **2no** relays.



HIPRO



HIPRO-S500

Integrate the HI-CAM with the HI PRO to film, control and secure the exterior and interior of your property. As motion is detected, the camera viewing the intruder automatically starts recording and images are automatically saved to the CLOUD as evidence. You can listen and speak through the cameras. If required, you can trigger the siren to scare off intruder and signal your presence.



HI-CAM

Item code	Description	List price
HIPRO	HIPRO Kits composed of a Hi) WiFi / 4G intercom 1 call button - surface mounting, a radio chime, a power supply - Video recordings available for 24h	£1,050
HIPRO-S500	HIPRO-S500 Kits composed of a Hi) WiFi / 4G intercom 1 call button - surface mounting, a radio chime, a power supply - 5 years of 4G connectivity included - Virtual keys geolocated app FENOPASS - Presence detection with video recording - Video recordings 7 days	£1,500

## ACCESSORIES

Item code	Description	List price
HI-TAB	7" tablet / monitor for video reception of calls from the Hi) - Surface mounted	£300
HI-CAR	Radio chime for intercom Hi)	£50
HI-ALI	Power supply for Hi) 15VDC / 1A DIN rail mounting	£70
HI-CAS	Protective cap for Hi) Pro	£70
HI-HF	RF receiver kit for Hi)	£180
HI-CAM	Battery powered camera controllable via FENOTEK application, Waterproof for outdoor or indoor installation, Surface mounting	£300
HI-CAL	30° orientation support for Hi), surface box to achieve 30° orientation & store cables within the box	£80

# EM24EX SELF-RESETTING EMERGENCY EXIT SYSTEM

For 12VDC fail-safe locking applications where green mechanical breakglass cannot be used due to constant abuse, and Secured By Design compliance.

This is a safety device to guarantee escape in the event of an emergency. It is not just two buttons arranged vertically. The buttons are connected to a dedicated relay device. The bottom device is a double pole button which, amongst other things, activates a latching hold unlocked function. Installation instructions must be clearly adhered to. Correct installation could be a matter of life and death.

EM24EX + 1FL



EM24EX + 1SL



EM24EX + 1HS



EM24EX-HF + 1FL



EM24EX-HF + 1SL



EM24EX-HF + 1HS



Flange: 195mmH x 145mmW  
Backbox: 168mmH x 120mmW x 80mmD

158mmH x 108mmW x 73mmD

150mmH x 108mmW x 73mmD (bottom)  
x 100mmD (top)

Item code	Description	List price
EM24EX-F	Self-resetting emergency exit device, pre-assembled & cabled, flush flanged BS316 s.steel	£350
EM24EX-S	Self-resetting emergency exit device, pre-assembled & cabled, surface BS316 s.steel	£350
EM24EX-HS	Self-resetting emergency exit device, pre-assembled & cabled, hooded surface BS316 s.steel	£365
EM24EX-HF-F	Self-resetting "Handsfree" emergency exit device, pre-assembled & cabled, flush flanged BS316 s.steel	£375
EM24EX-HF-S	Self-resetting "Handsfree" emergency exit device, pre-assembled & cabled, surface BS316 s.steel	£375
EM24EX-HF-HS	Self-resetting "Handsfree" emergency exit device, pre-assembled & cabled, hooded surface BS316 s.steel	£390

Note: Handsfree operation is in normal exit mode only.



# DGP-E KEYPAD (Equality Act 2010 Compliant)

DGP keypad, standalone (not on BATICONNECT CLOUD), illuminated, DDA (Equality Act) compliant

DGP-E surface BS316 grade s.steel anti-vandal, 30 code / 3 relay keypad, 12VDC.

DGP



120mmH x 78mmW x 38mmD (bottom) / 53mmD (top)

### EQUALITY ACT 2010 COMPLIANT



- LED visuals for the hearing impaired.
- Buzzer audio "door open" for the visually impaired.

### Keypad buttons

- Tactile and raised for the arthritic.
- Large 15mm diameter for the arthritic and visually impaired.
- Audio beep when pressed for the visually impaired.
- Braille embossed for the blind.
- Illuminated 8mm height LED digit / characters for the visually impaired.



KEYPAD HAS  
BRAILLE BUTTONS



KEYPAD IS  
ILLUMINATED

Item code	Description	List price
DGP	30 codes, 3 relays, 12 large illuminated braille button keypad, surface BS316 grade s.steel with hood, standalone programming	£199

# TRAINING PRICE LIST

## BATICONNECT CLOUD MANAGEMENT TRAINING

### Caretaker

Learn how to manage sites on BATICONNECT CLOUD. Program keyfobs and radio transmitters, access rights, events and alarms, alarm scenarios, relays and inputs.

Training course	List price
BATICONNECT CLOUD and IPGUARD 4G/IP management training	£300

### Maintenance

Learn to maintain IPGUARD and/or BATICONNECT sites and program them on BATICONNECT CLOUD

Training course	List price
BATICONNECT CLOUD and IPGUARD 4G maintenance	£550

### Installation

Learn to install IPGUARD and/or BATICONNECT sites and program them on BATICONNECT CLOUD (3 days).

Training course	List price
BATICONNECT CLOUD and IPGUARD 4G installation (3 days)	£750

All prices are per person and exclusive of VAT.

Discounts for more than one delegate (maximum 6no per course) – please request a quotation.

# We are a proud member of Secured by Design

## Secured by Design



Official Police Security Initiative

### SECURED BY DESIGN LICENCE HOLDER

THIS IS TO CERTIFY THAT

**NACD**

OF

Unit 8 Heron Business Park, Eastman Way, Hemel Hempstead, Hertfordshire, HP2 7FW

HOLDS A SECURED BY DESIGN LICENCE  
VALID IN CONJUNCTION WITH THE CURRENT SCHEDULE UNTIL

**8<sup>th</sup> December 2022**

PLEASE REFER TO [HTTPS://WWW.SECUREDBYDESIGN.COM/MEMBER-COMPANIES/SBD-MEMBERS](https://www.securedbydesign.com/member-companies/sbd-members)  
FOR THE CURRENT SCHEDULE INFORMATION



*G. Ferguson*

**GUY FERGUSON**  
CEO, POLICE CRIME PREVENTION INITIATIVES LIMITED

DATE

9<sup>th</sup> December 2021

Secured by Design



Official Police Security Initiative



Secured by Design (SBD) is the official UK police crime prevention initiative that works to improve the security of buildings and their immediate surroundings and to thereby help people live more safely. Secured by Design is the only way for products to achieve police recognition in the UK. In order to achieve Secured by Design status, the NPH, IPGUARD and EVE196-X3-RS (access control, door controller unit) had to adhere to rigorous test standards to meet the Police Preferred Specification. The principles of Secured by Design have been proven to reduce the risk of crime and the fear of crime.

The NPH video door entry panel, IPGUARD® smart visitor entry panels, and EVE196-X3-RS (proximity access control door controller unit) have all been tested as a critical component within the British security standard LPS1175-SR2. The product it was tested in is a Premier doorset.

## IPGUARD® 4G/IP/GSM SMART VISITOR DOOR ENTRY



PRO



MINI



MINI PLUS

## EVE196-X3-RS ACCESS CONTROL, DOOR CONTROLLER UNIT



# TERMS & CONDITIONS

## NACD Ltd Standard Terms and Conditions for the Supply of Goods and Services.

The Customer's attention is drawn in particular to the provisions of clause 15.

### 1. Interpretation

#### 1.1 Definitions:

In these Terms and Conditions the following expressions shall have the following meanings:

**"Business Day"**: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**"Customer"**: the person or firm who purchases the Goods and/or Services from NACD Ltd.

**"Conditions"**: the terms and conditions set out in this document as amended from time to time in accordance with clause 22.3.

**"Contract"**: the contract between NACD Ltd and the Customer for the sale and purchase of the Goods and/or Services in accordance with these Conditions and any Service Agreement between NACD Ltd and the Customer.

**"Deliverables"**: the deliverables set out in the Order produced by NACD Ltd for the Customer.

**"NACD"**: NACD Ltd (registered in England and Wales with company number 3212230 and having its registered office at 52 High Street, Pinner, Middlesex HA5 5PW.

**"NACD Materials"**: has the meaning given in clause 11.1.8.

**"Equipment Schedule"**: the Equipment Schedule that forms part of the Service Agreement.

**"Force Majeure Event"**: an event or circumstance beyond a party's reasonable control.

**"Goods"**: the goods (or any part of them) set out in the Order.

**"Intellectual Property Rights"**: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extension of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Order"**: the Customer's order for the Goods and/or Services as set out in either the Customer's purchase order form, the telephone order placed by the Customer, the Customer's written acceptance of NACD's quotation, the Service Agreement or such other form of order, as the case may be.

**"Service Agreement"**: the NACD Service Agreement issued by NACD to the Customer pursuant to which the Customer can enter into a fixed term agreement for NACD to provide ongoing Services to the Customer.

**"Service Call Report"**: means the report completed by NACD staff while on site providing the Services.

**"Services"**: the services including but not limited to installations, refurbishments, planned servicing and emergency call-outs, commissioning, including the Deliverables, supplied by NACD to the Customer further details of which are set out in the Service Specification.

**"Service Specification"**: the description or specification of the Services provided by NACD to the Customer which is set out in the Service Agreement including, but not limited to, the Schedule of Works which forms part of the Service Agreement and/or any

other literature of NACD which sets out details of the Services.

**"Special Orders and And "Bespoke Items"**: include items (a) not listed in NACD's catalogue or other NACD literature; or (b) products or goods where a tailored solution is required due to the non-standard functionality of the system or (c) products manufactured specifically to Customer requirements. **"Tariff Schedule"**: means NACD's price list including its hourly rates as displayed at [www.nacd.co.uk](http://www.nacd.co.uk) which price list may be updated by NACD from time to time.

#### 1.2 Interpretation:

1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.3 a reference to **writing** or **written** includes faxes and emails.

### 2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 An Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of any Order and any applicable specification or custom requirements that the Customer has given to NACD are complete and accurate.

2.3 An Order shall only be deemed to be accepted when NACD issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 Where a Service Agreement is issued to a Customer by NACD it constitutes a quotation only and shall not constitute an offer. The return by the Customer of a signed Service Agreement shall constitute an offer to NACD by the Customer to purchase the Services on the terms contained in the Service Agreement and these Conditions. The offer shall only be deemed accepted when NACD issues written confirmation to the Customer or commences to provide the Services, whichever is the earlier.

2.5 All of the provisions of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.6 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.7 Any samples, drawings or advertising produced by NACD and any descriptions or illustrations contained in NACD's literature including but not limited to catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services referred to in them. They shall not form part of the Contract nor have any contractual force.

2.8 All weights, measurements, dimensions, drawings, capacities, specifications and other particulars contained in NACD's literature or other information or technical assistance given by NACD is given in good faith and by way of general guidance only. No

information supplied by NACD constitutes a warranty or guarantee or recommendation as to the suitability of the Goods and/or Services for any purpose whatsoever.

2.9 A quotation for the Goods and/or Services given by NACD shall not constitute an offer. A quotation shall only be valid for the period stated in that quotation or if no period is stated then for a period of 20 Business Days from its date of issue.

### 3. Goods

3.1 The Goods are described in NACD's literature including but not limited to the respective product catalogue or brochure as modified by any applicable specification provided by the Customer or any custom requirements of the Customer.

3.2 NACD reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements or for the purposes of product development.

3.3 It is the responsibility of the Customer to ensure that any specification or details provided by the Customer for Special Orders or Bespoke Products is correct and to ensure any such Special Orders or Bespoke Products will be suitable for the Customer's purposes.

3.4 The Customer acknowledges in purchasing the Goods that the Customer is relying on its own skill and judgement and has not relied for this purpose on the skill or judgment or any representations of NACD. The Customer acknowledges that the Goods are fit for the purpose for which they are intended to be used in reliance on the Customer's own skill and judgment and the Customer will indemnify NACD against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by NACD in connection with any claim made against NACD that the goods are not fit for purpose by any Customer or sub-customer of the Customer.

### 4. Special orders, bespoke products and customer specifications

4.1 If Goods are supplied in accordance with the Customer's specifications the Customer shall be solely responsible for the accuracy and suitability of such specifications. If NACD is making the Goods to specifications that the Customer has supplied the Customer shall be responsible for ensuring that any such specifications are correct and suitable for the Customer's purpose.

4.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify NACD against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by NACD in connection with any claim made against NACD for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with NACD's use of any specification or product requirements or details provided by the Customer. This Clause 4.2 shall survive termination of the Contract.

### 5. Compliance with regulatory or other approvals for the use or installation of the goods and the provision of the services

The Customer acknowledges that the use or installation of



the Goods and the provision of the Services may require consent from a local authority or other regulatory body or a licence, permit or consent and it is the Customer's sole responsibility to establish whether such consent, approval, licence, permission or certification is required and to obtain the same.

## 6. Delivery of goods

- 6.1 NACD shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 6.2 NACD shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Address**") at any time after NACD notifies the Customer that the Goods are ready.
- 6.3 If the Customer wishes to collect the Goods then collection can be arranged by contacting NACD prior to despatch of the Goods and making arrangements for their collection by the Customer.
- 6.4 Delivery is completed on the arrival of the Goods at the Delivery Address or at the time of collection by the Customer where the Customer collects the Goods. The Customer is responsible for the unloading of the Goods at the Delivery Address.
- 6.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
- 6.6 If NACD fails to deliver the Goods, its liability shall be limited to refunding the purchase price to the Customer to the extent the Customer has paid the purchase price to NACD provided that NACD shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event affecting the Customer or the Customer's failure to provide NACD with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.7 If the Customer fails to take delivery of the Goods within three Business Days of NACD notifying the Customer that the Goods are ready, then:
- 6.7.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which NACD notified the Customer that the Goods were ready; and
- 6.7.2 NACD shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 6.8 If ten Business Days after the day on which NACD notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, NACD may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 6.9 NACD may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.10 The Customer shall inspect the Goods as soon as possible after delivery and shall inform NACD within 24 hours of delivery of the Goods of any missing parts, defective components or faulty products.

## 7. Guarantee relating to goods

- 7.1 NACD warrants that on delivery, and for a period of 12 months from the date of invoice ("**guarantee period**"), the Goods shall:
- 7.1.1 conform in all material respects with their description and any applicable specification provided by the Customer which has been agreed by NACD; and
- 7.1.2 be free from material defects in design, material and workmanship.
- 7.2 Subject to clause 7.3, if:
- 7.2.1 the Customer gives notice in writing to NACD during the guarantee period and within a reasonable time of discovery that some or all of the Goods do not comply with the guarantee set out in clause 7.1; and
- 7.2.2 NACD is given a reasonable opportunity of examining such Goods; and
- 7.2.3 the Customer (if asked to do so by NACD) returns such Goods to NACD's place of business at the Customer's cost,
- NACD shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 7.3 NACD shall not be liable to the Customer whether pursuant to the guarantee or otherwise for the Goods' failure to comply with the warranty set out in clause 7.1 or for any other liability relating to the Goods in any of the following events:
- 7.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 7.2;
- 7.3.2 the defect arises because the Customer failed to follow NACD's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 7.3.3 the defect arises or is caused in whole or in part because of the Customer's failure to service or inspect the Goods in accordance with NACD's guidelines for servicing and inspection or (if there are none) the Customer's failure to follow good trade practice.
- 7.3.4 the defect arises as a result of the Customer failing to make repairs when identified and/or when advised by NACD;
- 7.3.5 the defect arises or is exacerbated due to the Customer altering or repairing such Goods without the written consent of NACD;
- 7.3.6 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 7.3.7 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
- 7.3.8 the Goods which have been selected and ordered by the Customer are not the correct Goods to achieve the purpose(s) for which the Customer ordered them.
- 7.4 Except as provided in this clause 7 NACD shall have no liability to the Customer in respect of the Goods' failure to comply with the guarantee set out in clause 7.1.
- 7.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.6 These Conditions shall apply to any repaired or replacement Goods supplied by NACD as well as to all new Goods.

## 8. Title and risk

- 8.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 8.2 Title to the Goods shall not pass to the Customer until NACD receives payment in full (in cash or cleared funds) for the Goods and any other goods that NACD has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums. Until such time as property in the Goods passes to the Customer the Customer shall hold the Goods as NACD's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as NACD's property.
- 8.3 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.1, then, without limiting any other right or remedy NACD may have NACD may at any time:
- 8.3.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
- 8.3.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## 9. Supply of services

- 9.1 NACD shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 9.2 NACD shall use its reasonable endeavours to meet any performance dates for the Services specified in the Service Agreement or an Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 9.3 Where the Customer wishes to cancel any Services the Customer must give NACD not less than three (3) Business Days notice of cancellation prior to any scheduled service visit. Failure to give not less than three (3) Business Days notice of cancellation shall result in the full cost of the Services being due from the Customer to NACD
- 9.4 NACD reserves the right to amend the Service Specification if necessary to comply with any applicable law or statutory requirement, or if the amendment will not materially affect the nature or quality of the Services, and NACD shall notify the Customer in any such event.
- 9.5 NACD warrants to the Customer that the Services will be provided using reasonable care and skill.
- 9.6 NACD shall provide the Customer with a Service Call Report in respect of the Services undertaken for the Customer.

## 10. Service agreements

- 10.1 Any Service Agreement that is entered into between NACD and the Customer will commence on the date set out in that Service Agreement and will, subject to clause 14 and clause 18 of these Terms and Conditions, continue for the duration set out in the Service Agreement ("**Initial Term**") and thereafter will continue automatically for further periods equal to the Initial Term ("**Additional Term**") unless terminated:
- 10.1.1 by either party giving to the other not less than three months' prior written notice to terminate the Contract at the end of the Initial Term, or, as the case may be, the relevant Additional Term; or
- 10.1.2 by the Customer at any time giving written notice to NACD and paying to NACD the Service Charge calculated to the end of

- the Initial Term or the Additional Term as the case may be together with any sums outstanding at the date of termination.
- 10.2 It is the responsibility of the Customer to contact NACD in order to book service visits at the intervals set out in the Service Agreement.
- 10.3 The servicing undertaken pursuant to the Service Agreement is limited to the routine servicing of the equipment set out in the Equipment Schedule in accordance with the Schedule of Works which shall be undertaken at the site address and at the intervals specified in the Service Agreement and such servicing does not include matters which are not routine servicing including but not limited to defects caused by incorrect fitting or erection, usage of third party equipment, abnormal conditions of working, accident, misuse, neglect or interference or attempted repairs or servicing by a third party. Works which are not routine servicing will not be undertaken by NACD pursuant to the Service Agreement and the cost of such works will be charged for on a time and materials basis as set out in clause 12.2.

## 11. Customer's obligations

- 11.1 The Customer shall:
- 11.1.1 ensure the terms of the Service Agreement and/or Order and any information it provides are complete and accurate;
- 11.1.2 co-operate with NACD in all matters relating to the Services;
- 11.1.3 provide NACD, its employees, agents, consultants and subcontractors, with access to the Customer's premises or the site at which the Services are to be undertaken, office accommodation and other facilities as reasonably required by NACD to supply the Services and keep all contact details given to NACD up to date in order to facilitate the provision of the Services;
- 11.1.4 provide NACD with such information and materials as NACD may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 11.1.5 if required by the Customer, prepare the Customer's premises or the site at which the Services are to be supplied for the supply of the Services in accordance with any instructions given by NACD;
- 11.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 11.1.7 comply with all applicable laws, including health and safety laws;
- 11.1.8 keep all materials, equipment, documents and other property of NACD (NACD Materials) at the Customer's premises in safe custody at its own risk, maintain the NACD Materials in good condition until returned to NACD, and not dispose or use the NACD Materials other than in accordance with NACD's written instructions or authorisation;
- 11.1.9 comply with all additional obligations set out in the Service Specification; and
- 11.1.10 carry out in a timely manner any remedial work recommended by NACD.
- 11.1.11 If NACD's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to

perform any relevant obligation (Customer Default) then:

- 11.1.12 without limiting or affecting any other right or remedy available to it, NACD shall have the right to suspend the provision of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays NACD's performance of any of its obligations;
- 11.1.13 NACD shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from NACD's failure or delay to perform any of its obligations set out in this clause 10.2;
- 11.1.14 NACD may charge the Customer for any re-arranged site visit or emergency call out following a Customer Default; and
- 11.1.15 The Customer shall reimburse NACD on written demand for any costs or losses sustained or incurred by NACD arising directly or indirectly from the Customer Default.

## 12. Price and payment

- 12.1 The price of the Goods:
- 12.1.1 Shall be the price set out in the Order, or, if no price is quoted, the price as set out in NACD's published price list and any quotation then in force as at the date of delivery.
- 12.1.2 excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to NACD at the prevailing rate, subject to the receipt of a valid VAT invoice;
- 12.1.3 shall be due in accordance with the terms of these Conditions in respect of all Goods ordered by the Customer regardless of whether they are delivered to the Customer or whether they are stored by NACD until such time as the Customer requests that they are delivered; and
- 12.1.4 excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer and shall be payable by the Customer in addition to the price.
- 12.2 The charges for the Services shall be the subscription price set out in the Service Agreement of which these Conditions form part or where no Service Agreement has been entered or the subscription price does not cover the Services to be provided the charges shall be calculated on a time and materials basis on the basis of the hourly rates as set out in NACD's Tariff Schedule and as such charges may be amended from time to time provided:
- 12.3 The annual Service Charge set out in the Service Agreement shall be paid in advance on either a monthly or annual basis as specified in the Service Agreement and shall be paid for the duration of the Service Agreement.
- 12.4 NACD reserves the right to increase the charges for the Services on an annual basis with effect from the anniversary of these Conditions in line with the percentage increase in the Retail Prices Index in the preceding 12 month period and any such increase shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 12.5 NACD may invoice the Customer for the Goods on or at any time after NACD accepts the Customer's

order. In respect of the Services, NACD shall invoice Customers who have entered into a fixed term contract on an ongoing basis and in accordance with the terms of any Service Agreement and for those Customers who are not on a fixed term contract NACD may invoice the Customer prior to or on conclusion of the Services at the sole discretion of NACD.

- 12.6 Where NACD has agreed to extend credit terms to the Customer the Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Where credit terms have not been extended to the Customer then in the case of Goods payment shall be made by cleared funds on receipt by the Customer of an invoice. Payment shall be made to the bank account nominated in writing by NACD. Time for payment is of the essence. NACD reserves the right to grant, refuse, restrict, cancel or alter credit terms at its sole discretion at any time.
- 12.7 If the Customer fails to make any payment due to NACD under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 12.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). NACD may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by NACD to the Customer.
- 12.9 If payment of the price is not made by the due date for payment then NACD shall be entitled to:
- 12.9.1 require payment in advance of delivery in respect of any Goods and/or Services not already delivered or provided;
- 12.9.2 refuse to make delivery or provide any undelivered Goods and/or Services whether ordered under the Contract or not and without incurring any liability whatsoever to the Customer for non-delivery or non-provision or any delay in delivery or provision;
- 12.9.3 appropriate any payment made by the Customer to such of the Goods and/or Services (or goods and/or services supplied under any other contract) as NACD may think fit;
- 12.9.4 terminate the Contract by giving notice in writing.

## 13. Returns

- 13.1 This clause 13 applies to Goods which the Customer wants to return and which are not defective or faulty or where the Customer wants to cancel an Order for Goods prior to receiving the Goods save that where the Customer is a consumer that in addition to the rights set out in this clause 13 the Customer shall have the rights set out in clause 18 in respect of the cancellation of orders placed by the Customer.
- 13.2 No returns or order cancellations are accepted by NACD save with its prior consent and all returns and order cancellations must be made strictly in accordance with NACD's returns policy which is available on request from NACD or at [www.nacd.co.uk](http://www.nacd.co.uk).
- 13.3 Returns are only accepted on Goods in perfect unopened condition and which are returned to NACD

within seven (7) days of the goods being delivered to the Customer. Where the Customer wishes to return Goods outside the period of seven (7) days following their delivery to the Customer the Customer must obtain consent in writing from NACD to any such return which consent may be granted or declined in NACD's sole discretion.

13.4 Any delivery or carriage costs on returns are the cost of the Customer.

13.5 Any refund on a returns or a cancelled Order is subject to a deduction for a 30% restocking charge regardless of whether or not the Goods have been despatched.

13.6 No Special Orders or Bespoke Items will be accepted for return.

#### 14. Termination

14.1 Without limiting its other rights or remedies, either party may terminate this Contract with immediate effect by giving written notice to the other party if:

14.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of that party being notified in writing to do so;

14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

14.1.3 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

14.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

14.2 Without limiting its other rights or remedies, NACD may suspend provision of the Goods and/or Services under the Contract or any other contract between the Customer and NACD if the Customer becomes subject to any of the events listed in clause 14.1.1 to clause 14.1.4, or NACD reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

14.3 Without limiting its other rights or remedies, NACD may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

14.4 On termination of the Contract for any reason the Customer shall immediately pay to NACD all of NACD's outstanding unpaid invoices and interest and in respect of Goods and Services supplied but for which no invoice has been submitted, NACD shall submit an invoice, which shall become payable by the Customer immediately on receipt.

14.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

14.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

#### 15. Limitation of liability

15.1 Nothing in these Conditions shall limit or exclude NACD's liability for:

15.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

15.1.2 fraud or fraudulent misrepresentation;

15.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 and section 2 and sections 3 and 5 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

15.1.4 defective products under the Consumer Protection Act 1987; or

15.1.5 any matter in respect of which it would be unlawful for NACD to exclude or restrict liability.

15.2 Subject to clause 15.1:

15.2.1 NACD shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

15.2.2 NACD's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the higher of (1) the amount paid by the Customer to NACD pursuant to this Contract and (2) any amount recoverable under NACD's insurance policies which provide cover for such liability in place from time to time (less any excess payable by NACD under such policies).

#### 16. Intellectual property rights

16.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by NACD.

16.2 To the extent necessary for the use of the Services, NACD grants to the Customer a fully paid-up, non-exclusive, royalty-free licence to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.

16.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 16.2.

16.4 The Customer grants to the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to NACD for the purpose of providing the Services to the Customer.

#### 17. Dealing as a consumer

17.1 Any terms in this Contract which seek:

17.1.1 to exclude or limit the liability of NACD for breach of the terms included in a contract by the Consumer Rights Act 2015; or

17.1.2 to restrict or exclude the right of a consumer to enforce any remedy provided by the Consumer Rights Act 2015; or

17.1.3 seek to exclude or limit any liability which cannot be so excluded or limited where the Customer is a consumer; or

17.1.4 to restrict or exclude the right to cancel any provisions relating to the right to cancel or to enforce any of the provisions relating to the right to cancel in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 shall not apply where the Customer is a consumer.

17.2 Any provision in this Contract where delivery is stated to be made by delivery to a courier shall not apply to a Customer who is a consumer.

#### 18. Consumers right to cancel where they change their mind

18.1 This clause 18 does not apply to business customers.

18.2 Subject to clause 18.3 below, where you are a consumer and you have purchased the Goods and/or Services over the telephone, by mail order or by exchange of emails you have a legal right to change your mind within 14 days ("Cancellation Period") and receive a refund although this refund may be subject to deductions and you will have to pay the costs of return of any Goods.

18.3 The date on which the Cancellation Period commences depends on whether you have purchased Goods or Services and is calculated as follows:

18.3.1 where you have purchased Services the period of 14 days commences on the day NACD confirms that your Order is accepted;

18.3.2 where you have purchased Goods the 14 day period commences the day after you or someone you nominate receives the Goods; and

18.3.3 if your Goods are split into several deliveries over different days the 14 day period commences on the day after the day you (or someone you nominate) receives the last delivery.

18.3.4 Your right to change your mind does not apply where the Goods are Special Orders or Bespoke Items

18.3.5 Your right to change your mind does not apply where we have provided Services to you within the Cancellation Period and you have signed a written waiver of your rights in respect of the Cancellation Period.

18.3.6 Where Services have already been provided to you we may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time you advised us that you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

18.3.7 In order to change your mind within the 14 day period you will need to complete the cancellation form available on our website at [www.nacd.co.uk](http://www.nacd.co.uk) and return it to NACD by post to NACD Ltd, Unit 8 Heron Business Park, Eastman Way, Hemel Hempstead, Hertfordshire HP2 7FW or by email to [info@nacd.co.uk](mailto:info@nacd.co.uk) or by hand. If you are unable to download the form from our website please contact us for assistance at [info@nacd.co.uk](mailto:info@nacd.co.uk).

18.3.8 Where you have exercised your right to change your mind and you have purchased Goods from us you must return the Goods to NACD at your cost within 14 days of notifying NACD you wish to end the contract.

18.3.9 The rights of business customers and the additional rights of consumers to terminate

or cancel this Contract are contained in clause 14.

## 19. Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for two (2) months, the party not affected may terminate this Contract by giving five (5) Business Days written notice to the affected party.

## 20. Confidentiality

- 20.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party each as permitted by this clause 20.
- 20.2 For the purposes of this clause 20 confidential information shall include the contents of any quotation or pricing given to the Customer by NACD.
- 20.3 Each party may disclose the other party's confidential information:
- (i) to its employees, officers, representatives, subcontractor or advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract. Each party shall ensure that its employees, officers, representatives, subcontractor or advisers to whom it discloses the other party's confidential information comply with this clause 20;
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 20.4 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Contract.

## 21. How NACD may use your personal information

- 21.1 NACD will use the personal information you provide to us:
- 21.1.1 to supply the Goods and Services to you;
  - 21.1.2 to process your payment for the Goods and Services; and
  - 21.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 21.2 Where we extend credit to you we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 21.3 NACD will only give your personal information to third parties where the law either requires or allows us to do so.

## 22. General

- 22.1 Assignment and other dealings
- 22.1.1 NACD may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
  - 22.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of NACD.
- 22.2 Entire agreement
- 22.2.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances,

warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 22.2.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

### 22.3 Variation

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). The Customer acknowledges that this Contract will only apply to subsequent purchases made by the Customer where this Contract still forms NACD's then current terms and conditions of purchase. Where the Customer has made a subsequent purchase from NACD and has not been provided with NACD's then current terms and conditions the Customer agrees that it is the Customer's responsibility to download the then current terms and conditions from [www.nacd.co.uk](http://www.nacd.co.uk) to ensure the Customer has the current terms and conditions which shall apply to any such subsequent purchase.

### 22.4 Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 22.5 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

### 22.6 Notices

22.6.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or to address given on the Order in the case of a consumer or in the case of NACD to Unit 8, Heron Business Park, Eastman Way, Hemel Hempstead, Hertfordshire HP2 7FW or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

22.6.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 22.6.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business

Day after transmission.

- 22.6.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 22.7 Third party rights

No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

### 22.8 Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

### 22.9 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

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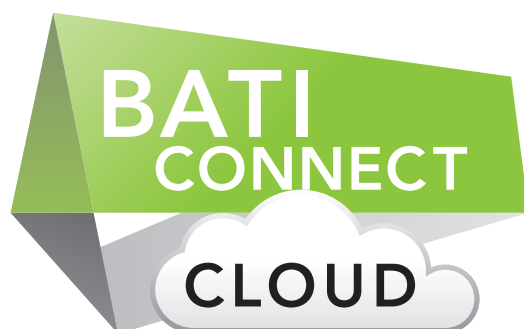
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sales@nacd.co.uk

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f in nacdltd

Unit 8, Heron Business Park, Eastman Way,  
Hemel Hempstead, Hertfordshire, HP2 7FW

