



Online Business And Consumer Goods, Services And Digital Content Terms And Conditions.

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Our terms

1. These terms

1. What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.
2. Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
3. Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
 - You are an individual.
 - You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in blue and those specific to businesses only are in yellow.

4. If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase, and supersedes any and all previous agreements, understandings and arrangements between us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

1. Who we are. We are REM TRADING LIMITED trading as 'Rewire Security', a company registered in England and Wales. Our company registration number is 09451681 and our registered office is at First Floor, Nelson House, George Mann Road, Leeds, England, LS10 1DJ Our registered VAT number is 219306813.
2. How to contact us. You can contact us by telephoning our customer service team at 0117 403 1760 or by writing to us

at info@rewiresecurity.co.uk or Unit 3, Avon Valley Business Park, St Annes Road, Bristol, England, BS4 4EU.

3. How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
4. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.
5. Notice. Any notice given by a party to this agreement shall be in writing; in English signed by, or on behalf of the party giving it; and sent to the relevant party at either the postal addresses as set out at paragraphs 2.2 and 2.3 above; or the email address as set out at 2.2 above.

3. Our contract with you

1. How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
2. If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because a company background check we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
3. Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. Term

1. Supply of digital content. We supply digital content on a subscription basis. When placing your order for digital content, you will select from our range of subscriptions. The period for which you subscribe to our digital content shall be referred to in these terms and conditions as the 'Subscription Period' We also supply goods during the Subscription Period (see clause 15.4(a) below).
2. Automatic Renewal of the Subscription Period. Upon expiry of the initial Subscription Period, a subscription for digital content will automatically

renew on the same terms and for the same time period agreed in the initial Subscription Period. Please see below table for auto renewal terms.

Existing Customers

Existing Customers, already on a monthly Subscription Period, will automatically renew on the same terms agreed in the initial Subscription Period, of a monthly rolling Subscription until terminated in accordance with these terms and conditions. We reserve the right to update our Subscription Period terms in accordance with those applicable to New Customers in the future. Customers already on a monthly Subscription Period may also renew on a six, twelve or twenty-four monthly period, by providing Notice in accordance with paragraph 2.5.

New Customers

New Customers will automatically renew on a new Subscription Period, on the same terms, and for the same time period agreed in the initial Subscription Period of either six, twelve or twenty-four months until terminated in accordance with these terms and conditions.

5. Our products

1. Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
2. Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

6. Your rights to make changes

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7. Our rights to make changes

1. Minor changes to the products. We may change the product:
 - a. to reflect changes in relevant laws and regulatory requirements; and
 - b. to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.
2. More significant changes to the products and these terms. In addition, as we informed you in the description of the product on our website, we may change the price of the products in accordance with clause 15.10.
3. Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

8. Providing the products

1. Manufacture of products. Please be aware that we do not manufacture all of the products ourselves. Some products will be manufactured by a third party, referred to in these terms and conditions as the 'Manufacturers'. However, please note that all liability under this agreement lies with us. You will have no contractual relationship with the Manufacturers.
2. Provision of the Services. Please be aware that we do not provide all of the services ourselves. Some services, such as installation of the goods, may be provided a third party, referred to in these terms and conditions as the 'Installers'.
3. Delivery. Delivery of the goods will be undertaken by an appropriate third-party delivery service or courier, referred to in these terms and conditions as the 'Nominated Courier'.
4. Delivery costs. The costs of delivery will be as displayed to you on our website.
5. When we will provide the products.
 - a. If the products are goods. If the products are goods we will arrange for a Nominated Courier to deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.
 - b. If the products are one-off services. We or the Installers will begin the services on the date agreed with you during the order process.

The estimated completion date for the services is as told to you during the order process.

- c. If the product is a one-off purchase of digital content. We will make the digital content available for download by you as soon as we accept your order.
 - d. If the products are ongoing services or a subscription to receive goods or digital content. We will supply the services, goods or digital content to you until either the services are completed or the Subscription Period expires (subject to automatic renewal in accordance with clause 4.2) or you end the contract as described in clause 9 or we end the contract by written notice to you as described in clause 11.
- 6. We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we, the Nominated Courier or the Installer, will contact you as soon as possible to let you know and will take steps to minimise the effect of the delay. Provided this is done we will not be liable for delays caused by the event, but if there is a risk of substantial delay, being one month you must provide notice (as defined above) to end the contract and receive a refund for any products you have paid for but not received.
 - 7. Collection by you. If you have asked to collect the products from our premises (see clause 2.2), you will need to contact us to arrange an appointment for collection.
 - 8. If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we or the Nominated Courier will leave you a note or subsequently contact you informing you of how to rearrange delivery or collect the products from a local depot.
 - 9. If you do not re-arrange delivery. If you do not collect the products from us or the Nominated Courier as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we or the Nominated Courier will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 11.2 will apply.
 - 10. If you do not allow us access to provide services. If you do not allow us or the Installers access to your property to perform the services as arranged

(and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 11.2 will apply.

11. Cancellation Fee. We may charge a cancellation fee if you cancel or rearrange the provision of services within 72 hours of the time the services were due to commence as agreed in accordance with these terms and conditions.
12. When you become responsible for the goods. A product which is goods will be your responsibility from the time we or the Nominated Courier deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
13. When you own goods. You own a product which is goods once we have received payment in full.
14. What will happen if you do not give required information to us. We, or the Installers, may need certain information from you so that we can supply the products to you, for example, a time and address at which we can perform services. If so, this will have been stated in the description of the products on our website or communicated to you. We, or the Installers, will contact you to ask for this information. If you do not give us, or the Installers, this information within a reasonable time of us, or the Installers, asking for it, or if you give us, or the Installers, incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us, or the Installers, for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
15. Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:
 - a. deal with technical problems or make minor technical changes;
 - b. update the product to reflect changes in relevant laws and regulatory requirements;
 - c. make changes to the product as requested by you or notified by us to you (see clause 7).
16. Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless

the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than three (3) months and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

17. We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 15.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 15.9). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 15.7).

18. Sharing of information with third parties. In accepting these terms and conditions, you permit us to share any contact information supplied by the you with the Installers and the Nominated Courier in accordance with clause 18 of these terms and conditions for the purposes of arranging provision of the services and delivery of the products in accordance with this clause 8.

9. Your rights to end the contract

1. You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:
 - a. If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 13 if you are a consumer and clause 14 if you are a business;
 - b. If you want to end the contract because of something we have done or have told you we are going to do see clause 9.2;
 - c. If you are a consumer and have just changed your mind about the product, see clause 9.3. You may be able to get a refund if you are

within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

- d. In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 9.4.

2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- a. we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 7.2) except a price increase in accordance with clause 15.10;
- b. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- c. there is a risk that supply of the products may be significantly delayed because of events outside our control;
- d. we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than three months; or
- e. you have a legal right to end the contract because of something we have done wrong.

3. Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

4. When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

- a. digital products after you have started to download or stream these;
- b. services, once these have been completed, even if the cancellation period is still running;
- c. goods which have been modified or altered (such as cut or trimmed);

- d. products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
 - e. sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
 - f. any products which become mixed inseparably with other items after their delivery.
5. How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.
- a. Have you bought services (for example, installation of a GPS tracker)? If so, you have 14 days after the day we or the Installers email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind. If you cancel at short notice once a time and date for the provision of services has been agreed, you may be charged a cancellation fee in accordance with clause 8.11.
 - b. Have you bought digital content for download or streaming (for example, access to our tracking app)? if so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading, streaming or using. If we delivered the digital content to you or granted you access to it immediately, and you agreed to this when ordering, you will not have a right to change your mind.
 - c. Have you bought a subscription to digital content (for example a 12 month tracking subscription)? if so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading, streaming or using. If we delivered the digital content to you or granted you access to it immediately, and you agreed to this when ordering, you will not have a right to change your mind.
 - d. Have you bought goods (for example, a GPS tracker)?, if so you have 14 days after the day you (or someone you nominate) receives the goods, unless:

- i. Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.
- ii. Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

6. Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 9.1), you can still end the contract before it is completed. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until the next payment due date which falls at least 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for products which will not be provided to you. We will charge you in full for any products which have been supplied but cannot be returned (for example goods) in accordance with these terms and conditions. For example, if you tell us you want to end the contract on 4 February and your payment due date is the 24 February, we will continue to supply the product until 24 March. We will only charge you for supplying the product up to 24 March and will refund any sums you have paid in advance for the supply of the product after 24 March.

7. We may charge in full for goods received. If when the contract ends you have received goods which you have not yet fully paid for in accordance with these terms and conditions, and you have no right to a refund in respect of these goods, we will charge you in full for any outstanding balance in respect of the goods in accordance with clause 15.4(a).

10. How to end the contract with us (including if you are a consumer who has changed their mind)

- 1. Tell us you want to end the contract. To end the contract with us, please let us know by doing the following:
 - a. Phone or email. Call customer services on 0117 403 1760 or email us at info@rewiresecurity.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

2. Returning products after ending the contract where you have a right to a refund. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us if you have a right to refund under statute or these terms and conditions. If you fail to return goods, you may lose your right to a refund. You must either return the goods in person to where you bought them, post them back to us at Unit 3, Avon Valley Business Park, St Annes Road, Bristol, England, BS4 4EU or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 0117 403 1760 or email us at info@rewiresecurity.co.uk for a return label or to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
3. Products which cannot be returned. We are unable to accept the return of goods which have been installed or attached to vehicle. Where the contract ends, and you have received goods which have been installed or attached to a vehicle, we may charge you in full for any outstanding balance in relation to these goods in accordance with clause 15.
4. When we will pay the costs of return. We will pay the costs of return:
 - a. if the products are faulty or misdescribed;
 - b. if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

2. What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
3. We do not offer refunds. Unless you are explicitly entitled to a refund under statute or clauses 9, 13 or 14 of these term and conditions, we are unable to offer a refund in respect of any products.
4. How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products excluding delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

5. When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:
 - a. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 - b. Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us 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.
6. When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:
 - a. If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 10.2.
 - b. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

11. Our rights to end the contract

1. We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:
 - a. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
 - b. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
 - c. you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

- d. you do not, within a reasonable time, allow us access to your premises to supply the services; or
- 2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract or for products which have been provided but not yet paid for in full.
- 3. We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 14 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

12. If there is a problem with the product

- 1. How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0117 403 1760 or write to us at info@rewiresecurity.co.uk or Unit 3, Avon Valley Business Park, St Annes Road, Bristol, England, BS4 4EU.

13. Your rights in respect of defective products if you are a consumer

- 1. If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is goods, for example a GPS tracker unit, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 9.3.

If your product is digital content, for example our a mobile phone app or a subscription to our tracking service, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

a) If your digital content is faulty, you're entitled to a repair or a replacement.

b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back

c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also clause 9.3.

If your product is services, for example the installation of a GPS tracker unit, the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 9.2.

2. Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 0117 403 1760 or email us at info@rewiresecurity.co.uk for a return label or to arrange collection.

14. Your rights in respect of defective products if you are a business

1. If you are a business customer we warrant that on delivery, and for a period of 18 months from the date of delivery (warranty period), any products which are goods shall:
 - a. conform with their description;

- b. be free from material defects in design, material and workmanship;
- c. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- d. be fit for any purpose held out by us.

2. Subject to clause 14.3, if:

- a. you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 14.1;
- b. we are given a reasonable opportunity of examining such product; and
- c. you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

2. We will not be liable for a product's failure to comply with the warranty in clause 14.1 if:

- a. you make any further use of such product after giving a notice in accordance with clause 14.2(a);
- b. the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- c. the defect arises as a result of us following any drawing, design or specification supplied by the Customer;
- d. you alter or repair the product without our written consent; or
- e. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

3. Except as provided in this clause 14, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 14.1. For the avoidance of doubt, this includes liability in respect of: loss of profit; loss of revenue; loss of data; loss of use; loss of production; loss of contract; loss of commercial opportunity; loss of savings; loss of discount or rebate; loss of goodwill or harm to reputation;

loss of business; and wasted expenditure, either directly or indirectly incurred.

4. These terms shall apply to any repaired or replacement products supplied by us under clause 14.2.

15. Price and payment

1. Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 15.3 for what happens if we discover an error in the price of the product you order.
2. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
3. What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
4. When you must pay and how you must pay. We will take payment by credit card or direct debit. Payment for the products will be paid at the outset, and how much, depends on what product or combination of goods, services and/or digital content you are buying. For goods, digital content and/or services we will charge you at the point of purchase. :
5. Payment method. You must provide us with valid, up-to-date and complete payment card details, bank account details or approved purchase order information acceptable to the us and any other relevant valid, up-to-date and complete contact and billing details and, if you provide:
 - a. your credit card details to us, you hereby authorise us to bill such credit card:

- i. at the outset during the Subscription Period; and
 - ii. subject to clause 4.2 at the outset upon automatic renewal on the same terms and for the same time period agreed in the initial Subscription Period .
 - b. your bank details to us, you hereby authorise to bill such bank account by way of direct debit or otherwise:
 - i. at the outset for the products during the Subscription Period; and
 - ii. subject to clause 4.2 at the outset upon automatic renewal on the same terms and for the same time period agreed in the initial Subscription Period.
 - c. Your approved purchase order information to us, we will invoice you:
 - i. At the outset for the products during the Subscription Period; and
 - ii. subject to clause 4.2 at the outset upon automatic renewal on the same terms and for the same time period agreed in the initial Subscription Period .
- 6. Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7. We can charge interest if you pay late. If you do not make any payment to us or we do not receive any payment from you by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 8. Suspension of services and/or digital content. If you do not make any payment to us or we do not receive any payment from you by the due date we may, without notice or liability to you, disable your password, account and access to all or part of the digital content and we shall be under no obligation to provide any or all services or digital content until such payment has been made.

9. What to do if you think an invoice is wrong. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
10. Right to increase subscription fees for digital content. We may increase the price for digital content during the Subscription Period. If we do, we will notify of any such increase in price. We will not increase the price of digital content by more than 40% in the Subscription Period.

11. Tracking subscriptions

Rewire Security offers various pricing plans for the tracking services available on our site. You will have an option to choose a right subscription plan from 15, 60 and 120 updates depending on the frequency of updates required.

You have a right to upgrade your subscription plan at any time on notice to us. Please note that you will only be able to downgrade from your current subscription plan to a “lower” level plan at the end of the current subscription term.

If Rewire Security decides to modify the subscription fees applicable to your plan, we will notify you at least 30 days in advance via email. The notice will include details of the new price, the reason for the change, and the effective date. Price increases will never occur for already pre-paid periods and only apply starting at the next billing cycle of your subscriptions.) If you do not agree with the updated pricing, you have the right to cancel your subscription anytime before the price change takes effect.

The subscription plan automatically renews at the end of the subscription period for a period identical to the original subscription period, unless you have already cancelled the subscription. For example, monthly subscriptions are renewed every 30 days for further periods of 30 days and annual subscriptions every 365 days for further periods of 365 days.

16. Our responsibility for loss or damage suffered by you if you are a consumer

1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or

damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 13.1 and for defective products under the Consumer Protection Act 1987.
3. When we are liable for damage to your property. If we or the Installers are providing services in your property, we will make good any damage to your property caused by us or the Installers while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
4. When we are liable for damage caused by defective digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
5. We are not liable for business losses. If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 17.

17. Our responsibility for loss or damage suffered by you if you are a business

1. Nothing in these terms shall limit or exclude our liability for:
 - a. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - b. fraud or fraudulent misrepresentation;
 - c. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

- d. defective products under the Consumer Protection Act 1987; or
 - e. any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 2. Except to the extent expressly stated in clause 14.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 3. Subject to clause 17.1:
 - a. we shall not be liable to you, 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 any contract between us; and
 - b. our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £500 or one hundred per cent (100%) of the total sums paid by you for products under such contract (whichever is greater).

18. How we may use your personal information

- 1. Regarding the use of your personal information, please be informed that it will be processed in accordance with the stipulations outlined in our Cookie Policy. For detailed information on this matter, we encourage you to review the policy by following the link: [Cookie Policy](#).
- 2. Consent to Marketing Communications. By accepting these terms and conditions, you agree that we may send you marketing communications regarding promotions, offers, and information about new products or services that might interest you. These communications are aimed at enhancing your experience with our offerings.
- 3. Unsubscribing from Marketing Emails. You have the right to opt-out of receiving marketing emails at any time by using the "unsubscribe" link found at the bottom of each marketing email. Upon opting out, you will no longer receive any marketing communications from us, but you may still receive transactional or service-related communications.
- 4. Disabling Marketing Communications in Account Settings. Additionally, you can manage your communication preferences by accessing the settings in your GPSTLive platform account. Here, you can choose to

disable all marketing emails. This option provides you with the flexibility to control the communications you receive from us.

5. Implementation of Your Preferences. We will endeavor to implement your preferences regarding marketing communications as soon as reasonably practicable. Please note, however, that due to the timing of certain communications, you may still receive marketing messages shortly after opting out or updating your preferences.
6. Privacy and Use of Personal Information. Our use of your personal information for marketing purposes is subject to our Privacy Policy, which outlines how we collect, use, and safeguard your data. Rest assured, your privacy and the security of your personal information are of utmost importance to us.

19. Other important terms

1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
2. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if you are a consumer and we agree to this in writing. We may not agree if the proposed transferee does not meet our standards or checks as described at clause 3.2.
3. Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.
4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

6. Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
7. Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
8. Privacy Policy. We understand that you need to know how we are protecting your privacy. Our privacy policy is available below. By accepting the Terms of Service, you also agree with our privacy policy. <https://gpslive.co.uk/content/privacy-cookie-policy>