

# TERMS AND CONDITIONS

## DEFINITIONS

"System"	Your Equipment and Our Equipment
"Your Equipment"	the control panel, all detection devices, power supplies, circuit cabling and other items of equipment supplied by us, excepting Our Equipment.
"Our Equipment"	the external audible and visual warning units and any remote signalling unit fitted by us.
"Contract Period"	the minimum period of this agreement is 36 months starting on the Installation Completion Date and continuing thereafter as provided in clause 10.1.
"Installation Completion Date"	the day on which the installation of the system is handed over to you and the keys or codes to operate the system are handed over to you.
"Installation Anniversary Date"	means the first day of the month in which the anniversary of the Installation Completion Date falls.
"Premises" "Warranty Period"	the location of the system.
Bronze Maintenance	the standard period of warranty is twelve months from the date of delivery to the Premises. This may be extended by Subscribing to our Gold Service.
Silver Maintenance Gold	maintenance of the System as required in the NSI Codes of Practice and relevant European Standard. Including Annual Preventative Maintenance Inspections and Access to 24 Hour/365 day a year Response Emergency Call Out Service as stated. All parts and labour remain chargeable.
Maintenance	as per Bronze Maintenance but including labour and Call Out Charges Free of Charge, parts remain Chargeable.
Remote Servicing	as per Silver Maintenance but including Replacement Parts Free of Charge. This is a Fully Comprehensive Level of Maintenance, with exceptions stated in clause 5.1 below.

1. We shall sell and you shall buy Your Equipment for the Installation Charge specified overleaf. We shall let Our Equipment to you for the contract Period, free of any charge.

2. We agree:

to install the System and to maintain the System described in the specification agreed between us in accordance with relevant Product Standards as amended or superseded from time to time. We generally use our own employees, but we reserve the right to employ sub-contractors to install or maintain the System; and to take reasonable care installing the System, but we shall not be liable for the cost of redecoration or reinstatement, or for damage to or the cost of relaying floor coverings, or for any breakage or damage, unless it is established that the same arose as a direct result of our negligence or the negligence of our employees or agents.

3. The System is your risk from the time of delivery. Title to the Your Equipment shall not pass to you until we have received payment in cleared funds of the installation Charge and the Annual Maintenance Charge and, if payable, the Annual Monitoring Charges due on the Installation Completion Date. Title to Our Equipment will not pass to you at any time.

## PAYMENT

- 4.1 You shall pay to us:

- (i) a deposit of 25% of the installation charge specified in the quotation when you accept the quotation;
- (ii) the remaining balance of the Installation Charge, the Annual Maintenance Charge and the Annual Monitoring Charge set out overleaf on the Installation Completion Date before the keys or codes required to operate the System are handed over to you. If the specification of the System is varied or amended after acceptance of the quotation, then the charges set out overleaf may vary from the charges specified in the quotation;
- (iii) the Annual Maintenance Charge and the Annual Monitoring Charge, if any, in advance on or before each Installation Anniversary Date during the Contract Period; and
- (iv) any other charges within 30 days of the date of our invoice to you.
- (v) any progress invoices submitted in respect of Equipment supplied or work carried out to date.
- (vi) VAT shall be added to all payments at its then current rate unless the payment is stated overleaf to include VAT. You shall make all payments without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless you have valid court order requiring an amount equal to such deduction to be paid by us to you. Time shall be of the essence, and we reserve the right to charge interest on overdue amounts, see Clause 12.

- 4.2 The Installation Charge is agreed between us assuming that we shall have full and free access to the Premises between 8.30am and 5.30pm, Monday to Friday, excluding statutory holidays. We reserve the right to make an additional charge if access is limited or impaired.

- 4.3 An invoice for the Annual Maintenance Charge will be sent to you prior to the anniversary of the Installation Completion Date. If payment is not received by us prior to the Installation Anniversary Date, we shall not be obliged to respond to any calls for emergency assistance. We may increase the Annual Maintenance Charge and the Annual Monitoring Charges on any Installation Anniversary Date by giving at least 14 days written notice of the new charges to be applied. If in any year the percentage increase is greater than 8% or if greater, the percentage increase in the retail price index, then you shall be entitled by 7 days notice in writing expiring on or before the Installation Anniversary Date to terminate this Agreement.

- 4.4 If at any time any payment due from you is overdue for a period of 21 days or more, we shall not be bound to perform any of our obligations and we may disconnect or remove Our Equipment at your expense.

## OUR WARRANTY

- 5.1 We warrant that the System shall be free from material defects in materials and workmanship and that the System shall perform materially in accordance with our written specifications for such System during the Warranty Period, and we shall perform the maintenance and monitoring services in a workmanlike manner with reasonable care and skill. Our entire liability and your exclusive remedy under the above warranty shall be to request that we remedy material defects covered by this warranty within a reasonable period of time. We agree to rectify any defect in the System notified to us during the Warranty Period, without charge, provided that the defect has not been caused by;

- (i) your negligence or default, or the negligence or default of any third party; or
- (ii) mis-operation of the System, or
- (iii) any interference with the System, or damage to the System, or
- (iv) any circumstances beyond our control.
- (v) batteries fitted within the system are expendable and replacements are always charged for under the bronze and silver maintenance.

- 5.2 We agree that if you comply with the terms of this Agreement that we will give you quiet possession of Our Equipment.

- 5.3 When the attendance of the engineer is requested or required for any reason not covered by our warranty, we reserve the right to make such charges as we consider reasonable for labour, travelling time, materials and/or call out.

6. You agree:

- (i) to obtain all necessary permits and consents required to install and operate the System;
- (ii) to comply with all laws and regulations that relate to the System. You agree to indemnify us against any loss we may suffer in consequence of your failure to do so;
- (iii) where applicable to be responsible for all charges made by British Telecom, or any other third party in respect of the System;
- (iv) to grant our employees and agents free and full access to the Premises to maintain or repair the System and to remove Our Equipment upon termination of the Contract Period;
- (v) not to adjust, repair, alter or interfere in any way with the System, nor allow any third party to do so and to use the System with reasonable care; and
- (vi) to pay for any work, or repair or reset required to be carried out to the System due to damage, fire, storm, tempest, flood, riot, break-in, accident, mis-operation or malicious damage.

You agree to notify us:

- (i) by telephone of any defect appearing in the System and to allow us to take such steps as are necessary to remedy the defect; and
- (ii) in writing of any changes to the Premises likely to affect the performance or effectiveness of the System.

## OUR OBLIGATIONS TO YOU

- 8.1 The System is intended only to reduce the risk of loss of and damage to the property, to the extent that this is reasonably practical by the use of such equipment. We give no undertaking to you that the System will not be compromised or circumvented, or that any recordings will be admissible in a court of law.

- 8.2 We are not an insurer of your property and our charges are not related to the value of your property. You undertake to us to keep your property comprehensively insured against all risks. Nor will we be liable for any insurance excess following any loss.

- 8.3 Subject to clause 5, the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:
  - (i) any breach of this Agreement, and
  - (ii) any lawful representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

- 8.4 We shall not be liable for any loss or damage to your property caused by burglary, break-in and/or entering, theft, robbery, malicious damage, riot, commotion, or any unauthorised entry by reason of the failure of the System to operate correctly, whether by negligence, breach of contract or otherwise.

- 8.5 Except as expressly stated in the warranty section, all representations, implied conditions and warranties, whether statutory, collateral, at common law or otherwise capable of exclusion relating to the freedom from defects, description, quality or performance of the System or its fitness for any purpose are excluded. In no event shall we be liable for loss of profits, loss of anticipated savings, loss of contracts or of business or for any type of special, indirect or consequential loss of damage. You will not be entitled to a rebate of any Charges whilst the System is unusable or for any other reason.

- 8.6 In any event, notwithstanding the above provisions, should there arise any liability on our part for whatever reason, such liability shall under no circumstances whatsoever exceed £5,000 or five times the Annual Maintenance Charge and Annual Monitoring Charge paid by you, whichever is the greater. We do not exclude our liability for any death or injury caused by our negligence.

- 8.7 If you want to increase the maximum amount of our liability, you may agree with us a higher Annual Maintenance Charge and we will obtain additional insurance cover for the increased liability.

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- 8.9 Data security and safeguarding of data: All Engineers who service CCTV systems are Security Screened to BS 7858 & undergo Police Checks to minimise any 'data' security concerns & all are appropriately trained in applicable Data Protection specifics. As a result, NO copies of recorded data would ever be taken from Clients equipment without full consultation / formal agreement & reason justification.

## GENERAL

- 9.1 You shall be liable for any damage to or loss of the System and you shall pay for any repairs to or for replacement of Our Equipment and Your Equipment required as a result of such damage or loss.

- 9.2 You may not assign this Agreement without our prior written consent. We agree that our consent to the assignment of this Agreement to a purchaser of the Premises shall not be unreasonably withheld, provided that the assignee signs a new Agreement.

- 9.3 We reserve the right to assign any or all of our rights or obligations under this Agreement.

- 10.1 You may terminate this Agreement on three months' notice in writing.

- 10.2 We may terminate this Agreement by notice in writing to you if:

- (i) any part of the System is destroyed, or so substantially damaged by fire or other means and we are unable to maintain the system.
- (ii) any process of execution, distress or seizure shall be levied on or due against the System or your Premises;
- (iii) you commit an act of bankruptcy or have a receiving order made against you or enter into any arrangements with your creditors;
- (iv) you do not observe clause 6 or 7 of this Agreement; or
- (v) you are in arrears with any payment due to us for a period of 21 days or more; or
- (vi) by one months notice in writing, such notice expiring on or after the first anniversary of the Installation Completion Date.

11. If we terminate this Agreement then you shall pay to us the total of all future Annual Maintenance Charges and the Annual Monitoring Charges which would have been payable had this Agreement continued to the earliest date on which you could have terminated this Agreement by notice, less an allowance of 25% of each sum. This sum is calculated to cover the depreciation of the value of Our Equipment, costs of recovery of Our Equipment and other non recoverable costs of maintenance and monitoring. The sum is payable as liquidated damages.

12. You will be responsible for any cost we incur in recovering money you owe us, plus interest on all overdue amounts at a rate of 2% per month calculated on a daily basis or £25, whichever is the greater, calculated both before and after any judgement.

13. You agree that:

- (i) we may hold and process by computer or otherwise any information obtained about you in connection with this Agreement.
- (ii) we may use this information and disclose it to other companies in our group for the purposes of reviewing the conduct of this Agreement for credit assessment, for marketing, for administering and servicing this Agreement and to enable us to carry out statistical analysis. We may also disclose information obtained about you in connection with this Agreement to our agents, advisors and any person to whom we may assign our rights under this Agreement.
- (iii) we may also use information we hold about you to enable us to contact you about equipment or services offered by us or by third parties that we believe may be of interest to you. You may inform us in writing that you do not wish to receive marketing information.

We will not otherwise disclose this information, except to the extent that it is required or permitted to do so by law and for fraud prevention purposes, for credit scoring and to a licensed credit reference agency to help us and others make credit decisions.

14. All the provisions of this Agreement are separate and if one or more is invalid this will not make the rest of the Agreement invalid or unenforceable. If we choose to overlook your breach of this Agreement we can still end it if you break the Agreement again.

15. Neither party will be liable hereunder by reason of any failure or delay in the performance or its obligation hereunder (except for the payment of money) or account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labour conditions, earthquakes, or any other similar cause which is beyond the reasonable control of such party.

16. Notwithstanding termination or expiry of this Agreement, any of your liabilities capable of surviving termination or expiry shall continue.

17. Any person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

18. This Agreement will be governed by and construed in accordance with English Law and all disputes arising in relation to this Agreement will be subject to this non-exclusive jurisdiction of the English Courts.

19. We reserve the right to employ sub-contract labour to assist with related work, in accordance with the respective NSI quality schedules, where circumstances so require.

## Termination and Implications

20. We must point out - Any maintenance termination could detrimentally affect your insurance and any Police response

21. For transfer of maintenance to another Police recognised maintainer, there are various implications depending on if your system is audible only or monitored. These do involve charges related to involved actions, engineering and administration time and communication to respective new parties. These charges must be settled before we can assist. Details are available upon request. Note: Monitored Systems in particular can be quite complex due to the involvement of related Alarm Receiving Centres [ARC] and monitoring costs already paid for which refunds are not possible, hence as a guide, we require at least 7 days formal notice of any such transfer of undertakings. This notice also permits time factors involved which need mutually agreed dates and times to be included into these equations / considerations Monitored Systems: We must point out - Where transfer to another maintainer involves the prospect of moving to one not approved by the police, then you will almost certainly lose any Police response from your respective Alarm Receiving Centre [ARC]

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