

## 1. General

1.1 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.

1.2 We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves. We will take all reasonable care in selecting and instructing a Third Party Contractor.

## 2. Prices

The price for the supply of good and services are set out in our quote. We shall invoice you on delivery. Invoiced amounts shall be due and payable once the goods have been delivered excluding deposit. We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1.5% per annum above the base rate of the Bank of England. The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.

## 3. Risk

As soon as we have delivered the goods or services, you will be responsible for them and we will not be liable for their loss or destruction. Therefore, you would need to take necessary steps to insure the items. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agreed to deliver them.

## 4. Ownership of the Goods

You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

## 5. Delivery

We will deliver the goods to the address you specify for delivery in your order (if applicable). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

## 6. Performance

6.1 We will fit and install the items within a reasonable time.

6.2 If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what if any work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.

6.3 If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.

## 7. Payment

Unless the Agreement/Confirmation or Quote provides otherwise, the price for the goods and/or services shall be payable no later than 7 days from the date of the relevant invoice. The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

## 8. Warranty

8.1 We warrant that as from the date of delivery for a period of 12 months the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the specification document are manufacturers warranty only.

8.2 We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.



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### 9. Right to Cancel

9.1 We will permit you to cancel this Agreement by sending written notice no later than 7 days after the date on which this Agreement has been signed. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse [or] retain all or part of your deposit as a contribution towards any losses or costs we suffer as a result of the cancellation.

9.2 If you have received the goods before you cancel this Agreement (if applicable) then you must send the goods back to our contact address at your own cost and risk. If you cancel this Agreement but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

9.3 Once you have notified us that you are cancelling this Agreement, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

9.4 You will be re-credited for the costs incurred in returning faulty or unsatisfactory goods.

9.5 We reserve the right to cancel the Agreement between us if:

9.5.1 we have insufficient stock to deliver the goods you have ordered;

9.5.2 we do not deliver to your area; or

9.5.3 one or more of the goods you ordered was quoted at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

### 10. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

### 11. Liability

11.1. Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.

11.2. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.

11.3. Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.

11.4 Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.

11.5 At no stage is Minder Security and Fire are not responsible for consequential loss

11.6 At no stage is Minder Security and Fire are not responsible for any form of stress or mental anguish.

11.7. In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear or tear) of the item or provide you with a full refund if we have been negligent.

### 12. Governing Law and Jurisdiction

Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

### 13. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

### 14. Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.



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### 15. Customer Services

15.1. To protect your own interests please read the conditions carefully before signing them. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone, at the address and telephone number set out above.

15.2. If you are unhappy with any aspect of our service, please contact us at the address and telephone number set out above. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

### 16. Changes to Terms and Conditions of Business

We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

### 17. Data Protection

You consent to the computer storage and processing of your personal data by us in connection with this Agreement and to the transmission of this data across the company and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this Agreement, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

### 18. System Design

Customer Designed (where applicable) The system has been designed in accordance with the quote. Where deviations are required in order to comply with the appropriate standards these must be agreed in writing by the Customer and will incur additional cost.

Minder Security and Fire Designed (where applicable) The system has been designed by Minder Security and Fire in accordance with the Minder Security and Fire Quote and forming part of the Proposal based on information provided by the Customer. The drawing shows the type and location of all Control Equipment, Detection Equipment, Isolator Modules, Communications and Display Equipment, Repeater Panels, Printers, Paging System Equipment, Internal Sounders and External Bells, Power Supplies. These drawings are for information purposes only and not meant to represent scale or imply any accuracy. In addition to the system design standard, the equipment included in this proposal is the subject of individual LPCB (Loss Prevention Certification Board) approvals where appropriate.

### 19. Power Supplies

The customer shall (where applicable) grant access to create a dedicated, segregated and fireproof permanently live 230v AC 50Hz mains supply with functional earth for the Control and Indicating Equipment and for any maintained equipment forming part of the Fire Detection System via an un-switched 3A fused spur with neon indicator. The Power Supply will be fitted within the cost of the quote unless stated elsewhere or if there is not access or availability of taking a permanent live from the current fuse board at the customer property(s) one will be installed at the customers cost. Which should be clearly labelled: "FIRE ALARM – DO NOT SWITCH OFF". Any other intermediate isolating device should be similarly labelled and where the possibility of inadvertently isolating the mains supply exists a locking mechanism should be provided.

### 20. Detection & Ancillary Equipment

The system will be configured with the types and numbers of Detection and Ancillary Equipment as specified in the quote and handover documentation.

20.1 The quantity of sounders detailed in our proposal and resultant sound levels are based on past experience of similar buildings and the design information in Minder Security and Fire's possession. If additional sounders are required these will incur additional costs. The sound output and number of sounders provided complies with the requirements of BS5839. Sounders are to be distributed in the building to provide a common type of sound throughout. The system allows for single stage alarm sounding procedures. Any variations to this must be agreed with the customer and may incur additional cost. The system will utilise the numbers of sounder as specified in the "Quote" and Minder Security and Fire handover drawings.

20.2 The system will utilise the types and number of self contained Control Relay to switch ancillary equipment as specified in the Minder Security and Fire handover drawings.

20.3 Telephone Lines (where signalling specified) Minder Security and Fire recommend the use of a dedicated ex-directory direct exchange line (i.e. one which does not pass through a switchboard) restricted for outgoing call use only, which should enter the premises in a fire proof cable running underground or in a concealed manner. Some modems, facsimile machines and electronic point-of-sale equipment are not compatible with RedCARE and should not be connected to the telephone line used for RedCARE. It is the customer's responsibility to ensure that the alarm equipment is connected to the telephone line via a BT line a BT "block terminal" located adjacent to the Control Equipment. Minder Security and Fire can arrange with BT for this work to be carried out. BT will invoice the customer directly for the block terminal and telephone line installation. It is the customer's responsibility to advise Minder Security and Fire when the "block terminal" and telephone line have been installed. In the event of a telephone line used by the signalling equipment becoming faulty or being deliberately cut, it is the customer's responsibility to ensure BT is informed. Minder Security and Fire recommends the customer takes out a BT "Total Care" maintenance contract which provides a



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guaranteed 4 hour fault response, 365 days a year. Contact your local BT Sales Office for details.

20.4 Alarm Receiving Centre (ARC) Action On receipt of an alarm signal from the system the ARC operator will execute an agreed plan which will include notifying the appropriate Fire & Rescue Service and the nominated keyholders.

### 21. Supply and Commission Only Systems

21.1 Scope The proposal provides for the supply and commissioning of the control equipment, heat or smoke detectors, detector bases, callpoints, relays, sounders and auxiliary equipment. All installation work will be carried out by others in accordance with Minder Security and Fire wiring and installation instructions. See "Installation Notes for Electrical Contractors" which accompanies this proposal if appropriate. You should be aware that field ancillary modules specific to Minder Security and Fire 's proposal such as Line Isolators may not be shown on the client's tender drawings and you should make reference to this specification, Schedule of Equipment and system schematic for details of all equipment to be supplied.

21.2 Commissioning Following completion of the electrical wiring, Minder Security and Fire Engineers will Commission, Test and Handover the System to the relevant parties.

21.2.1 Minder Security and Fire Engineers will require the following documentation to be completed by the Installer prior to carrying out the commissioning.

Full details of the initial proposed install

Any details of deviations

Cable Test Sheets

Installation Check Report(s)

"As fitted" System Layout Drawing(s)

System Schematic Diagram(s)

These forms shall be provided upon receipt of your order.

21.2.2 Full functional tests will then be carried out to the reasonable satisfaction of the user and in accordance with current industry practice. It will be the responsibility of the installing contractor to ensure that all wiring is correctly marked and terminated and the "as fitted" drawings are correct and up to date, with any variations included at the time of our commissioning engineers visit.

21.2.3 Once satisfactory results have been obtained the conductors at the controller can be labelled and the bases and ancillaries fitted by the relevant contractor. Should the system be using addressable technology the relevant contractor will be expected to address the devices by the appropriate means as directed by Minder Security and Fire At this point Minder Security and Fire may be contacted to carry out the final device commissioning.

21.2.4 The Contractor when requesting commissioning, is to provide a competent relevant contractor who is familiar with the installed system to prove that the "as fitted" drawings and wiring is to the satisfaction of Minder Security and Fire .

21.2.5 Failure to provide any of the foregoing that incurs Minder Security and Fire with additional cost will result in Minder Security and Fire making a claim against the contractor.

21.2.6 The request for commissioning assumes that the contractor accepts these terms and conditions. Commissioning cannot be arranged unless this information is available.

21.2.7 The tracing and rectifying of wiring faults are not included in our commissioning service.

### 22. Installations by Minder Security and Fire

#### 22.1 General

22.1.1 Where applicable Minder Security and Fire reserves the right to employ sub-contractors.

22.1.2 If hazardous materials are identified on site Minder Security and Fire reserves the right to cease work until such materials are removed or made safe.

22.1.3 The proposal is based on the understanding that all work will be carried out during the Company's normal working hours and does not include for overtime, weekend or Bank Holiday working. Any alterations to these working hours will incur additional costs.

22.1.4 Minder Security and Fire will endeavour to conceal cables where possible. However tucking may be required and no allowance has been made for concealing cables under floors, in false ceiling voids, or chasing walls. If required this work will be carried out at additional cost.

22.1.5 Our proposal envisages that both the installation and commissioning activities will be undertaken as a single continuous operation.

22.1.6 Following commissioning we will undertake audibility tests during which the sounders may be operated continuously. Should you require these tests to be carried out at a separate visit or out of normal working hours this may be arranged at additional cost.



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22.1.7 Commissioning of the system will constitute Practical Completion. At this time, our engineer will present an Acceptance Certificate for signature by your representative and we will hand over the system.

22.1.8 You are advised to obtain the approval of your Insurance Company, and/or the Fire Brigade, for the proposed Fire Alarm System.

22.1.9 Our estimate assumes that the Company's engineers will have free access to all relevant areas and are afforded continuous and uninterrupted working. Whilst the Company will make all reasonable efforts to work with other suppliers, servants, trades and the customer, any interruptions or delays by the forenamed may result in additional charges being made to the customer.

22.1.10 Should you consider making any alterations to the building, or changing the definition of the actual risk, please contact us at the earliest possible opportunity. The certification included in this offer relates to the installation described in the quote documentation, and can only be maintained if we are offered the opportunity to reappraise the design following any changes to the installation or risk.

22.1.11 Where our offer includes design responsibility we will undertake to attend any required consultation with interested parties. Our offer excludes obtaining any Statutory or Local Authority approval or costs associated with any additional requirements of such approvals.

22.1.12 The prices included in this proposal are based on the cost of labour and materials ruling at the date hereof unless otherwise stated in this proposal.

22.1.13 Minder Security and Fire reserves the right to pass on any increase in material or labour costs incurred before completion unless otherwise stated in this proposal. These costs will be calculated using the indices and calculation formula issued by the British Electrical and Manufacturers Association (BEAMA) which in turn are based on those issued by the Department of Trade and Industry, unless otherwise stated in this proposal.

22.1.14 We have not allowed for any change in the present rate of Value Added Tax or for costs arising from any statute, regulation or other instrument imposed by the government after the day of submission of this estimate. Neither does our estimate price include for any extra expenses incurred should the contract be extended as a result of our being delayed or prevented from proceeding with the contract for any reason other than our own fault.

22.1.15 Where necessary Minder Security and Fire reserve the right to supply and install alternative equipment to that detailed in the Proposal.

22.2 Delivery Where delivery time of products for incorporation into the works cannot be accurately forecast, it may be necessary to make early supply arrangements in order not to delay the completion programme. If such products are then available before they are required on site, they will be placed in a Bonded Stores. In such cases, such products will be invoiced and a vesting certificate issued on receipt of settlement of invoice, indemnifying the client in case of theft, fire etc., and acknowledging the fact that we hold such products on the customer's behalf.

22.3 Services You are asked to advise our engineers of the location of any concealed water, gas, electricity, telephone or other services, wiring or pipes, before work commences. In the absence of such advice, Minder Security and Fire cannot accept liability for damages to these services or for consequential damages.

22.3.1 The customer should arrange for the following services to be provided:-

Any builders work, cutting away, redecorating or making good.

The services of a Carpet Fitter.

The removal of any stock, furniture/fixtures which may hinder the execution of works.

Such electricity as may be required for the powering of tools, plant etc.

Washing and toilet facilities.

A reasonable level of lighting in all working areas.

A safe means of access to, and within, all working areas.

Cutting away and making good of ductwork and installation of probe units as specified.

Provision of proper protective earthing for the electrical systems in hazardous areas.

The services of a ceiling tiler.

Lockable Material Store.

22.3.2 If any of the services above are not available, the Company engineers will exercise due care but Minder Security and Fire cannot accept responsibility for any damage caused which may also incur additional cost.

## 23. Existing Equipment

23.1 Minder Security and Fire does not accept responsibility or any liability for the performance or reliability of equipment or wiring that has not been approved, supplied and/or installed by Minder Security and Fire or their appointed Contractors.

23.2 Minder Security and Fire has not made provision within the proposed quote to remove previous fire protection systems or equipment and as such is outside scope of the quoted work. However Minder Security and Fire can conduct these services at additional cost.





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### 24. Maintenance

BS5839 recommends that the equipment detailed in the Proposal should be fully maintained at all times. Please contact Minder Security and Fire for details of Service & Maintenance Plans

### 25. General Alarm Terms and Conditions

25.1. To provide a periodic inspection on the alarm equipment at the customers agreed premises in accordance with the current British Standards, reasonable facilities being provided for the companies service engineers to carry out their duties.

25.2 Service frequency to be in accordance with the current British Standards (BS5839 Pt1 states one full annual service and a further six monthly interim inspection). Additional visits should be subject to the requirements of a competent risk assessment.

25.3 On each service the alarm equipment shall be examined and a report given on its condition. If it is found to be defective, made good. The labour cost of any repairs and components required shall be charged separately. The customer agrees that the method employed in repairing or making good shall be decided by the company.

25.4 Interim call outs shall be charged additionally at the stated fees and hourly rates. Parts charged additionally.

25.5 It is the customer's sole responsibility to ensure on-going serviceability of the alarm equipment by regular checks as per the British Standard detailed in the handover documents and log books. Documentation supplied at the time of the initial service "Further Users Responsibility" must be understood and adhered to and kept available with the logbook. Logbooks must be maintained by the customer and kept updated of all events affecting the use of the alarm equipment.

25.6 It is a specific term that no liability for any failure of the alarm equipment, damage or injury either directly or indirectly will be accepted.

25.7 The customer shall inform the company of any power failure, alarm condition, authorised or unauthorised use of the alarm equipment or any event, which may be detrimental to the on-going effectiveness of the alarm equipment.

25.8 Every effort is made to ensure the Company adheres to regular service intervals, but it is the customer's responsibility to ensure that we are informed of any due service arrangements.

25.9 The Company must be informed of any changes of the "responsible person" or ownership of the alarm equipment.

25.10 This Contract is transferable.

25.11 At our discretion third party companies may be engaged at any time to fulfil contractual obligations, additional work or call outs.

25.12 The Company reserves the right to amend the service charges at its discretion.

25.13 It is a standard term of service that payment will be made upon completion or by Direct Debit usually at the end of the month after service.

25.14 Overdue accounts will incur a service charge of £7 per month. Any internal administration time and costs or outside agency fees incurred in recovering overdue amounts associated against this invoice will be added to the invoice total.

25.15 All goods remain the property of the Company until paid for in full.

25.16 The term of this contract shall be for a minimum period of three years and thereafter on-going until either party terminates the agreement in writing not less than three months before the next due service date.

25.17 In the event that any of the terms and conditions herein shall be invalid this agreement shall be construed as if any such invalid terms and conditions were deleted to the effect that the remaining terms and conditions shall remain in full force and effect