

# TERMS AND CONDITIONS FOR SUPPLY AND INSTALLATION OF AN INTRUDER ALARM, AUTOMATIC FIRE DETECTION SYSTEM & CCTV SYSTEM

## Part 1 - Definitions

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

- “the Agreement” - these Terms and Conditions, the Installation Notes and the Quotation.
- “the Alarm Receiving Centre” - the Company premises where intruder alarms and automatic fire detection systems are monitored.
- “the Company” - the Company named overleaf.
- “the Customer” - the person, firm or company which has accepted the Quotation.
- “the Company Equipment” - means the alarm transmission equipment.
- “the Customer Equipment” - means all equipment supplied to the Customer other than the Company Equipment.
- “the Installation Charge” - means the price set out in the Quotation as the Installation Charge.
- “the Installation Date” - means the day on which the installation of the System by the Company is completed.
- “Monitoring and Maintenance” - as described in the Installation Notes.
- “the Monitoring and Maintenance Inspection Charges” - means the price set out in the Quotation for Annual Maintenance Visits and Alarm Receiving Centre Monitoring.
- “the Quotation” - means the offer to supply the System at the price and on the terms set out in it.
- “the Specification” - the document supplied by the Company setting out details of the System installed for the Customer.
- “the System” - means the Company Equipment and the Customer Equipment and any existing equipment as provided for in Part 2b.

## Part 2 - Customer pre-installation obligations

- a) The following duties must be carried out by the Customer before installation starts to enable the Company successfully to install the System. The Customer must: -
  - i) Obtain and pay for all necessary consents and licences for the installation of the System (such as landlord's consent);
  - ii) Give the Company free access to the premises on the date and time agreed to install the System, and arrange for easy access to all working areas and surfaces for the Company engineers to carry out the necessary work to install the System. Any delays are subject to a further charge;
  - iii) Supply adjacent to the intruder alarm control unit a non switched fuse 240v spur outlet by a competent person, unless the Company's engineer has been requested to fit this device by the Customer and this has been noted on the Quotation;
  - iv) Supply adjacent to the fire alarm control and indicating equipment a double pole secret key switch 240v ac supply rated at 20amps. This supply must be installed in fire resistant cable and dedicated for the **Fire System only**. Please ensure that an Electrical Installation Certificate is issued by your Contractor for this work.
  - v) Advise the Company of the existence of concealed water, gas, electricity, telephone or other services (if any known about) and point out to the installation engineer their location before work commences. The Company will use reasonable skill and care in identifying any concealed services not so pointed out. The Company will only be liable for damage to these services or for resulting damage to the extent that it does not take such reasonable care;
  - vi) Be responsible for the lifting of any floorboards or floor coverings other than carpets. Note that the Company cannot be held responsible for any damage as a result of lifting and re-fitting carpets. Also be responsible for any proposed flush fitting of units and making good thereafter.
- b) If the Customer wishes the Company to use any existing or supplied equipment or wiring as part of the System, it will be assumed to be in full working order. Where the Company on installation discovers this is not the case, any work required to bring such equipment up to an acceptable standard will be charged for on a time and material basis.
- c) Where damage could be caused which may not be immediately apparent to our operatives, the Company cannot be held liable where it has not been notified of such a possibility.
- d) Notify us in writing if you wish to keep any parts of the System which we replace, otherwise we will immediately dispose of all replaced parts.
- e) The Customer should arrange for the following services to be provided:-
  - i) The removal of any stock, furniture or fixtures which may hinder the execution of our works.
  - ii) Washing and toilet facilities.
  - iii) A reasonable level of lighting in all working areas.
  - iv) A safe means of access to, and within, all working areas.
  - v) Provision for any concrete bases necessary for towers of poles in accordance with our installation department specification.

## Part 3 - Supply of System

- a) The Company will install the System at the premises or site specified in the Quotation on the anticipated delivery date quoted by the Company provided that the Company has by that date received payment of 50% of the Installation Charge as referred to in Part 7a. Any provisional fitting date will be held for 5 working days only pending receipt of the above and the signed contract.
- b) We will try our best to supply and install the System within a reasonable time: we accept no responsibility for delays in supply or installation.
- c) The System will be installed in accordance with the recommendations contained in the relevant British Standard Institute's or European Standards specification for intruder and hold up alarm systems and fire detection and fire alarm systems for buildings, current at the time of the survey or after the System has been commissioned and is being operated by the customer.
- d) On installation, the Company will give one briefing and demonstration of the System to the Customer or his/her representative. (There will be an additional charge if further instructions are required.)

This demonstration, the operating instructions, and key fobs or code number will be supplied to the Customer on payment of the balance of the Installation Charge as set out in Part 7a.
- e) After the start date, there may be a delay while the telecommunication links between the Premises and the Alarm Receiving Centre are set up and activated.
- f) Where a deduction from cost has been made by the Company for installation of first fix wiring by a third party, the Company personnel can only check the position of such wiring against their original specification. The Company cannot check or be held responsible for the integrity of the wiring as inevitably the cable runs are concealed behind plaster, under

floors etc. Please be informed that the Company may only become aware of any problems with the integrity of the wiring when our fitter attempts to power up, or after the system has been commissioned and is being operated by the customer.

- g) Where our Specification and the Installation Charge are prepared to comply with a tender or Specification prepared by you or a third party, or to comply with a relevant standard, our Specification and the Installation Charge will have been prepared in good faith, relying on our interpretation of the tender, Specification, or British or European Standard. If the customer seeks to impose a different interpretation, which affects our Specification, we reserve the right to increase the Installation Charge.
- h) The Company recommends a dedicated ex-directory telephone line exclusively for the System.
- i) If a hazardous environment or, materials are identified on site, the Company reserves the right to cease work until such materials are removed or made safe.
- j) The proposal is based on the understanding that all work will be carried out during the Company's normal working hours (8.30 am to 5.30 pm) and does not include for overtime, weekend or Bank Holiday working. Any alterations to these working hours will incur additional costs.
- k) The Company will endeavour to conceal cables where possible. However no allowance has been made for concealing cables under floors or in false ceiling voids. If required this work may be carried out at additional cost.
- l) Where cables are exposed to possible mechanical damage, vandalism or tampering, or are in public areas, they should be protected by suitable conduit, trunking or armour. If required this work can be carried out at additional cost.
- m) Where the Specification includes design responsibility we will undertake to attend any required consultation with interested parties. If required, this will be carried out at additional cost. Our estimate excludes obtaining any Statutory or Local Authority approval or costs associated with any additional requirements of such approvals.
- n) Where necessary the Company reserve the right to supply and install alternative equipment to that detailed in the Specification.
- o) The Company 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 the Company or an appointed Electrical Contractor.

## Part 4 - Customer's post installation Obligations

- a) It is the responsibility of the Customer after the installation is completed to refit any floorboards, carpets or other floor coverings lifted before installation and to carry out any building work, cutting away, decoration or making good resulting from damage caused during the course of the installation.
- b) The Customer will (on or immediately after the Installation Date) notify the Company in writing of the addresses and telephone numbers of persons who hold keys or codes for the System and the persons responsible for the opening and closing of the premises and upon any change, notify the Company immediately in writing. The Company shall not be responsible or liable for any loss or damage caused or resulting from any failure to notify the Company of any such changes.
- c) At all times after the installation is completed the Customer will: -
  - i) Operate the System in accordance with the instruction manual;
  - ii) Where applicable, pay any line or equipment charges due to third parties (and increases from time to time);
  - iii) Pay for all electrical supplies to the System and remain responsible for the upkeep and maintenance of all electrical supplies to the System including being responsible for the activation of a circuit breaker which affects the power supply to any part of the system.
- d) Should you consider making any alterations to the building structure or layout, or changing the definition of the actual risk, please contact the Company at the earliest possible opportunity. This Specification relates to the installation described in the documentation and can only be maintained if we are offered the opportunity to reappraise the design following any changes to the installation or risk.

## Part 5 - Company's post installation Obligations

The Company will: -

- a) Carry out at the Company's expense any repairs or replacement to the System (excluding existing equipment of the Customer incorporated into the system) required by any faulty materials or workmanship within twelve months of the Installation Date. Any additional equipment required as a result of changes of legislation. will be the responsibility of the client.
- b) At the request of the Customer and within a reasonable time after such request carry out such further works to the System as are necessary to keep the System in operation or to modify, upgrade or replace the System at a price agreed by the Customer and the Company.
- c) Offer to do any modification, alteration or upgrading of the System required to comply with any requirement or regulations of the Police, Fire and Rescue Service, or other authority subject to costs determined by survey and agreement between Customer and Company.

## Part 6 - Monitoring & Maintenance (or maintenance only where relevant)

- a) The Company will carry out Monitoring and Maintenance services as set out in the Installation Notes and as agreed in writing between the Customer and the Company.
- b) Monitoring and Maintenance are on a one year fixed term basis, running in the first year from the Installation Date. If the Company wishes to provide Monitoring and Maintenance for further periods it will send the Customer an invoice for the following year's charges, at least four weeks before expiry of the annual term. If the Company does not wish to continue to provide Monitoring and Maintenance, it will send written notice of this fact to the Customer at least four weeks before the expiry of the annual term.
- c) At any time after the expiry of the first year of Monitoring and Maintenance the Customer may terminate Monitoring and Maintenance by giving at least four weeks' written notice.
- d) At any time after the expiry of one year from the Installation Date the Company shall have the right to increase the Monitoring and Maintenance Inspection Charges. Any increases will be notified to the customer at the time of invoice.
- e) Monitoring and Maintenance Inspection Charges are reviewed on 1 January each year.
- f) The Company will carry out routine maintenance inspection during the hours of 08:30 to 17:30 Monday to Friday (excluding Bank Holidays) on a date previously agreed with the Customer and in accordance with the relevant British or European Standard if applicable.

- g) Monitoring and Maintenance of the System may be withdrawn immediately without advice or notice of withdrawal should any agreed payment fail to be made within 30 days of invoice or direct debit payment date, including the Installation Charge.

#### **Part 7 - Payment**

- a) The Customer will pay 50% of the Installation Charge as a deposit to the Company before installation begins and the balance together with the Maintenance Inspection Charge for the first year on the Installation Date.
- b) The Customer will pay the Monitoring Charge for the first year on receipt of an invoice issued by the Company once connection has been made to the Alarm Receiving Centre.
- c) Where the attendance of the Company's employees is requested for any reason whatsoever (apart from normal maintenance inspections or under the guarantee by the Company in Part 5a) the Company reserves the right to charge the Customer for labour at its standard rates (including travelling time) and for materials.
- d) Where the installation of the System continues for more than three months, we reserve the right to submit progress or interim requests for payment of the initial Installation Charge, based on the amount of work completed and/or the amount of equipment delivered to the premises.

#### **Part 8 - General Conditions**

- a) Ownership of the Customer Equipment will pass to the Customer on payment of the balance of monies as set out in Part 7a and until then ownership remains with the Company. Ownership of the Company Equipment will always remain with the Company.
- b) The Customer will not assign, sell, charge, mortgage, pledge or attempt to part with possession of any part of the Company Equipment nor any interest in it nor encourage or allow any person to adjust, tamper, alter or interfere in any way whatsoever with the Company Equipment.
- c) The Company is entitled to transfer or assign all or any of its rights in this Agreement and to perform any of its obligations through nominated subcontractors although the Company will still be responsible to the Customer for its obligations.
- d) Any variation or modification of any of the terms and conditions of this Agreement must be evidenced in writing and signed by a duly authorised representative of the Company.
- e) If we do not insist on the strict conditions of this Agreement, we may still enforce all the conditions against you on other occasions. If you break a condition and we do not take action against you, it does not mean that we will not take any action against you if you break it again or continue with the same breach without putting it right, or if you break any other conditions.

#### **Part 9 - Termination**

- a) If the Customer commits any breach of its obligations under the Agreement and fails to remedy the same within 30 days of notice by the Company requesting the breach to be remedied, or if any payment due under this Agreement is more than 30 days in arrears the Company may terminate the Agreement by giving the Customer 14 days notice in writing of the termination.
- b) The Company may terminate this Agreement immediately by notice in writing to the Customer if the Customer goes into liquidation, becomes bankrupt, makes a voluntary arrangement with his creditors or has a receiver or administrator appointed.
- c) The Company reserves the right to terminate the Agreement immediately if the System or the premises are destroyed or so substantially damaged that the Company is unable to reasonably continue its obligations hereunder and also charge to the Customer the value of Company Equipment destroyed. Any monies paid for Monitoring and Maintenance will be refunded on a pro rata basis for that period when the Customer is without the System.
- d) On termination of Maintenance and Monitoring by either the Customer or the Company or on expiry of the Maintenance and Monitoring services: -
  - (i) The Customer will give the Company free access to remove the Company Equipment;
  - (ii) It shall be the absolute responsibility of the Customer to ensure the safety of any remaining electrical installation following removal of the Company Equipment.
- e) If the Company is not paid the balance of the Installation Charge as set out in Part 7a, it may remove the system from the Customer's premises and the Customer will give the Company free access to remove the system. In this event, the Customer will be responsible for any breakage or other damage, in particular for the refitting of any floor boards, carpets or other floor coverings and to carry out any building work, decoration or making good, arising from the removal of the Company Equipment unless the same is caused by the failure to exercise reasonable care and skill by the Company, its employees or agents.

#### **Part 10 - Limitation of Company's Liability**

##### ***PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS RESTRICTIONS ON THE COMPANY'S LIABILITY IN THE EVENT OF A CLAIM BY THE CUSTOMER***

- a) The Customer acknowledges that the provision of the Services does not in any way obviate the need for the Customer to obtain and maintain adequate insurance in respect of the Customer's Premises, contents and other property.
- b) The System is intended only to reduce the risk of loss or damage to the property and injury to persons on the premises to the extent that is reasonably practicable by use of such equipment. The Company gives no undertaking to the Customer that the System may not be compromised or circumvented or that the System will prevent any loss by burglary, theft or otherwise. The Company does not guarantee that particular loss, damage or injury can and will be prevented by use of the System.
- c) The Company accepts responsibility for ensuring that the System complies with the Specification and will be reasonably capable of meeting the purpose but does not accept any larger responsibility than that, whether in negligence or otherwise save as set out in this Part 10.
- d) The Company shall not be liable for any loss or damage suffered by the Customer however caused, whether as a result of any failure to exercise reasonable care and skill, breach of these terms, false statement or otherwise or resulting from any unauthorised entry or burglary, theft, robbery, damage, fire or smoke damage, disturbance, or any other cause, in excess of £50,000 inclusive of all costs and expenses, subject to Part 10.
- e) The Customer shall be liable for the cost of any key holding charges regardless of the nature of the call including any equipment failure.

- f) The Company will have no liability for any loss suffered by the Customer as a result of failure of an alarm transmission not being received at the Alarm Receiving Centre, if this is due to the fault of BT or other communications provider, a failure in the electricity supply to the System or the Alarm Receiving Centre or as a result of the Company's premises being evacuated, due to causes such as fire, bomb alerts or gas leaks.
- g) The Company accepts no responsibility for the failure of the System to communicate on any telephone lines where other equipment shares the same line including media services.
- h) The Company accepts no responsibility for damage to equipment connected onto a telephone line that is to be used for the System, this includes any loss of business resulting from downtimes of computers where the modem/router and the security system share the same line.
- i) The Company accepts liability, up to a maximum of £50,000 for loss suffered by the Customer if an alarm transmission is not received at the Alarm Receiving Centre, as a result of a failure in the communication system at the Alarm Receiving Centre or a breakdown in the equipment, which in either case is due to the fault of the Company.
- j) The Company or its insurers shall not be liable or investigate any claim for loss unless the Customer has given written notice as soon as is reasonably practicable (14 days) after its occurrence or it coming to the Customer's attention and the Customer shall give the Company and/or its insurers every facility to investigate such occurrence.
- k) The Client shall pay all charges levied at any time against the system or the Company by authorities such as the Police, Fire & Rescue Service or similar organization irrespective of the reason or cause for such charge being levied.
- l) The Company shall not under any circumstances whatsoever be liable for any loss or damage however caused which was not caused directly by a breach of these terms or a failure to exercise reasonable care and skill on the part of the Company.
- m) The Company shall not be liable to the Client by means of its failure to perform any of its obligations under this agreement by any particular time or at all if such failure is due to or results from breakdown of plant apparatus, fire, explosion, accident, strike, lockout or other industrial action or any other event or cause beyond its control.
- n) Our products are designed and manufactured to high standards. However, even our products, like all mechanical and electronic devices, can develop faults.

#### **Part 11 - Additional Clauses for CCTV**

- a) The Customer shall provide a permanently live 230v AC 50Hz mains supply via unswitched fused spur points to be located adjacent to all relevant cameras, monitors, video recorders, video switchers, multiplexers etc, in positions requested by our installation/surveying department before installation commences. All cameras and equipment must be connected to the same earth and phase of the Mains Supply.
- b) The equipment is covered by warranty for 12 months from the date of installation with the exception of monitor tubes, infrared and other lamps, and DVR hard drives.
- c) A prominent warning notice should be fixed to moveable camera positioning equipment indicating that sudden movement of the equipment can occur.
- d) It is the Customer's responsibility to register (commercial sites only) the CCTV System with the Data Protection Registrar (telephone number 01625 545740), [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk). The Data Protection Act requires the Customer to be registered and comply with the eight Data Protection principles by 1<sup>st</sup> October 2001.
  - i) Personal data must be processed fairly and lawfully.
  - ii) Data can only be obtained for one or more lawful purposes and must not be further processed for incompatible purposes
  - iii) Data shall be adequate, relevant and not excessive.
  - iv) Data shall be accurate and where necessary kept up to date.
  - v) Data shall not be kept for longer than it is necessary.
  - vi) Data shall be processed in accordance with the rights of individuals under the Act.
  - vii) Appropriate measures shall be taken to prevent unauthorised or unlawful processing of data against accidental loss or destruction of, or damage to, data.
  - viii) Personal data shall not be transferred to a country outside the European Economic Area unless that country ensures an adequate level of protection for rights and freedom of individuals in relation to the processing of data.

#### **Part 12 - Governing Law**

This Agreement shall be governed and construed in accordance with English Law and both parties shall submit to the exclusive jurisdiction of the courts of England and Wales.

#### **Part 13 - Force Majeure**

The Company shall have no liability to the Customer for any delay or failure in performance to the extent that any such delay or failure arises from causes beyond the control of the Company including but not limited to fire, floods, acts of God, acts or regulations of any Government supranational authority, war, terrorist act, riot, strike, lock-outs and industrial disputes.