

1. DEFINITIONS

In this Agreement

- (a) "System" means the Security System including installation and the equipment.
- (b) "Installation" means the protective circuits, including the, contact points, detectors, control panel and warning devices.
- (c) "Signalling Equipment" means the signalling device which connects to our alarm receiving centre
- (d) "Completion date" means the date of completion certificate issued by the Company.

2. INSTALLATION

2.1 Installation of the System shall be deemed to be complete when the control tags/access codes are handed over to the Customer, notwithstanding that at that time any work remains to be carried out by the Customer's contractors. The Customer shall afford to the Company its servants full access to the Premises for the purpose of installing the System. While every effort will be made to install the System as soon as practicable, the Company will not be liable for any delay in installation.

2.2 The Customer shall at his own cost provide a supply of electricity to the power points necessary for the operation of the System.

2.3 The cost of any reinstatement or redecoration of the Premises or its fittings or contents made necessary by the installation, inspection, maintenance, testing, adjustment, alteration, removal or use of the System shall be borne by the Customer, the Company hereby undertaking to exercise all reasonable care in carrying out its work.

2.4 In the case of a Telephone or Broadband connected System:

2.5 The Customer shall pay such Telephone or Broadband providers rental charges as may from time to time become due

2.6 The Company shall have no obligation with regard to the installation or maintenance of Telephone or Broadband, notwithstanding any assistance which the Company may volunteer to the Customer in connection with the Customer's dealings with these Providers, which assistance is given without prejudice to the Customer's obligations

2.7 Telephone or Broadband Provider shall not be deemed to be the agent of the Company for any purpose, and the Company shall not be liable for any delay on the part of these Providers in the installation and connection of their services.

2.8 Until the Company shall have been notified in writing that the Telephonic Connections have been installed and connected the obligations of the Company hereunder relating to maintenance shall be obligations in relation to a System without remote connection.

2.9 Where smoke detectors are fitted as part of the system, they are not designed to comply with the British Standard 5839 which relates to Fire Systems

3. PROPERTY

The installation shall become the Property of the Customer on the completion date provided only that the installation charge has been paid in full but the property in the signalling equipment shall remain at all times with the Company. The Customer will not seek to sell, charge, part with possession or otherwise dispose of the signalling equipment or any part thereof.

4. PAYMENT

The Customer shall pay the Installation Charge on executive of this Agreement.

4.1. The monthly monitoring and service charge will commence by Direct Debit 7 days following completion date.

4.2 In the event of increases in the cost of labour, materials or overhead expenses in carrying out the Company's obligations under this agreement, the Company shall be entitled to make a proportional increase in the annual service and monitoring charges which shall not be more than 5% per annum.

4.3 All charges referred to above are inclusive of Value Added Tax chargeable on goods and services provided by the Company under this Agreement, and accordingly Value Added Tax were chargeable shall be added to any additional charges.

5. CUSTOMER'S OBLIGATIONS

During the continuance of this Agreement the Customer shall:

5.1 not adjust, tamper, alter or interfere in any way whatsoever with the System nor allow permit any third party to have access to the System or to inspect, test, repair, adjust or alter in any way whatsoever;

5.2 use and operate the System with reasonable care and in a manner to preserve its proper and efficient working;

5.3 not without the prior consent in writing of the Company remove the System or any part thereof from the Premises not transfer the benefit of this Agreement to any third party.

5.4 promptly give to the Company and its employee's access at all reasonable times to the System and to the Premises and the facilities therein to enable the Company to inspect the state and condition of the system and to perform its duties hereunder;

5.5 pay to the Company on demand the cost of any alteration or extension of the System which may be required by the Customer;

5.6 in the event of any default by the Customer under this Agreement, pay to the Company all expenses (including legal costs on a full indemnity basis) incurred by the Company in enforcing the provisions of this Agreement.

6. NOTICES

The Customer shall:

6.1 give to the Company immediate notice by telephone of (and forthwith confirm in writing) any fault in or malfunction of or repairs necessary to the System or of any break in at the Premises;

6.2 give to the Company at least one month's notice in writing of any proposed change in address;

6.3 give to the Company at least one month's notice in writing of any alteration that it is proposed shall be made to the structure or physical layout of the Premises, or to the fittings in the Premises, or to the use of the Premises, or of major movements in the contents thereof.

6.4 The Customer shall pay the Company for the attendance of an engineer to check the premises. Any extension or alteration to the System which may thereby be rendered necessary shall be carried out at the expense of the Customer.

6.5 notify the Company in writing of the names and telephone numbers of the keyholders, and of any changes therefore.

7. RISK

The System and all parts thereof awaiting installation on the Premises shall be at the sole risk of the Customer who shall indemnify the Company against any loss or destruction of or damage to, such property howsoever caused.

8. MAINTENANCE

8.1 The Company will repair, maintain and will periodically inspect test and adjust the system for the period of this Agreement.

8.2 If in the opinion of the Company any repairs or replacements to the System are necessary by reason of any cause for which the Customer is responsible, the Company shall be entitled to make a reasonable charge for such repairs or replacements.

8.3 The Customer shall pay the cost of any reinstatement and/or redecoration made necessary by the repair or maintenance of the system

8.4 The provisions of paragraph (a) hereof shall not apply if and so long as the Customer is in breach of any term of this Agreement.

8.5 The Customer will pay all charges for attendance should the System be operated in error or if it is found that the telephone or Broadband connection is faulty.

9. MONITORING

9.1 Telephone Connected Systems only: Central Station shall monitor signals received from the Signalling Equipment installed at the subscriber's premises. Upon receipt of a signal indicating that an alarm condition exists Central Station shall make every reasonable effort to notify the designated Keyholders and other such person's subscriber has requested to receive notification of such alarm condition. All notification by Central Station shall be by telephone communication. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, airwaves or other modes of communication passed through communication networks wholly beyond the control of Central Station and are not maintained by Central Station. Therefore Central Station shall not be responsible for any equipment failure which prevents transmission signals from reaching the Central Station Monitoring Centre or damages arising there from.

9.2 IP & SIM Connected Systems only: Monitoring of the system is managed by the Customer via a Web App, this will be programmed to transmit email or SMS message to keyholders as defined by the customer in the Web App Settings

10. REPAIR

The Customer shall be entitled at any time to call upon the Company's emergency service and the Company will repair or replace free of charge any System which is or becomes defective as a result of a fault in its design or manufacture or its installation or maintenance by the Company

PROVIDED ALWAYS that

10.1 The Customer will be liable for the cost of any work, repairs and renewals to the System resulting from damage by, or for any loss or damage whatsoever arising directly or indirectly out of damage to the System by fire, flood, fumes, storm, subsidence or any other risk normally covered by a comprehensive policy or insurance of buildings, accident, neglect, misuse of or unauthorised interference with the System, deleterious substances, theft, breaking and/or entering, riot, commotion, force majeure, act of God, inevitable accident or the act of any third person and the Customer shall pay the Company for all labour and materials used to restore damage caused to the System by any of such means.

10.2 Batteries are supplied by the Company as a consumable item, and replacements are chargeable.

10.3 The Company shall not be liable for delay in effecting any repair or replacement as a result of any cause beyond the control of the company.

10.4 The Customer will pay all charges for attendance should they require an engineer outside of office hours.

10.5 If the equipment should be deemed obsolete by the manufacturer, and serviceable spares are not available, the company shall be entitled to offer the customer a chargeable

upgrade. Should the customer not accept this upgrade, the Company may terminate this Agreement by giving not less than 7 days' notice in writing

11. LIABILITY

The Company shall not be liable for any loss or damage whatsoever out of the failure of the System to operate in a proper manner as the result of the reduction or termination of electricity supply, the failure or interruption of or interference with any of the Telephonic Connections, the act of a third party, force majeure, act of God, industrial action, national emergency or any other cause beyond the control of the company nor for any failure or inability to perform its obligations under this Agreement as a result of any such causes.

11.1. The Company shall not be liable for any loss or damage whatsoever (including without prejudice to the generality of the foregoing loss or damage, other than the death or injury to any person, resulting from the negligence of the Company) arising out of the failure of the System to operate in a proper manner for whatsoever cause where:

11.2 the Company has been unable to carry out its routine inspection above as the result of the failure by the Customer to afford to the Company the necessary access for such purposes:

11.3 the Customer has failed to notify the Company immediately of any fault in, or malfunction of, or repairs necessary to the System or of any break-in at the Premises and to afford the Company full access to inspect the same and to carry out all necessary work.

11.4 The Company shall not be liable for any loss or damage whatsoever arising out of the intentional act or omission of any servant of the Company performed or omitted outside the scope of the duties of his employment.

11.5 The System Design Specification having been prepared on the basis of the Company's inspection of the then existing structure and physical layout and fittings of the Premises and the position of its contents and the information then given to the Company regarding the nature of the use of the Premises, the Company shall not be liable for any loss or damage whatsoever arising out of the impairment of the satisfactory operation of the System as the result of any change occurring in any of such circumstances since the date of the preparation of the System Design Specification (whether before or after the date of this Agreement).

12. TERMINATION

12.1 The Company may terminate this Agreement at any time upon the occurrence of any of the following events by giving not less than 7 days' notice in writing, if:

(i) the apparatus or equipment used for the transmission of alarm signals is destroyed or substantially damaged by fire or other catastrophe that the Company is unable to continue its service: or,

(ii) any process of execution, distress or seizure shall be levied on or due against the System or any of the Customer's real or personal property: or,

(iii) the Customer, shall become bankrupt or enter into any arrangement with his creditors: or,

(iv) the Customer shall enter into liquidation, whether voluntary or compulsory, or shall have a receiver or manager appointed over the whole or part of its business or undertaking: or

(v) the Customer is in arrears with any payment due hereunder for a period of 21 days or more: or,

(vi) the Company shall be unable to retain the connections or privileges necessary for the

transmission of alarm signals and in this case the Company shall not be under any liability to the Customer by reason of such termination.

12.2 The termination of this Agreement howsoever caused shall be without prejudice to any Antecedent rights and entitle the Company to forthwith repossess the Signalling Equipment and the Customer shall permit such repossession or return the same. The Customer shall forthwith pay to the Company all Service and Monitoring Charges and other sums then accrued due hereunder and subject to any antecedent rights and the following paragraph no other sums shall be payable or repayable by either party to the other on such occurrence.

12.3 If this Agreement either terminates or is terminated upon the occurrence of any of the events specified in sub-paragraphs (ii) to (vi) (inclusive) of Condition 23(a) the Customer shall forthwith pay as liquidated damages to the Company the total of all future Service and Monitoring Charges less an allowance of one-third of such sum. This allowance is calculated to cover the maintenance content of such charges, depreciation of the Equipment and to reflect accelerated receipt.

12.4 Any termination by the Company will be carried out in compliance with the procedures applicable under the Consumer Credit Act 1974.

13. REMOVAL

On termination of this Agreement for whatever reason the Customer shall permit the Company to remove the Signalling Equipment at the Customers expense.

14. PERIOD

This Agreement shall continue for 36 months and thereafter shall continue from year to year unless and until terminated by either party giving to the other not less than six months' notice in writing

15. GENERAL

The Company shall be entitled to assign this Agreement or any right or rights hereunder to any other firm or company.

15.1. Each and every Customer party hereto shall be severally as well as jointly liable thereunder.

15.2 The expression "the Company" shall where the context admits include the Company's successors and assigns.

15.3 No relaxation, forbearance or delay by the Company in enforcing any of the terms and conditions of this Agreement or the granting of time or any other indulgence by the Company to the Customer shall prejudice affect or restrict the rights and powers of the Company hereunder nor shall any waiver by the Company of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

15.4. This Agreement contains the whole of the terms and conditions agreed between the parties.

15.5 The Contents of the System Record shall be read with and form part of this Agreement, but in the event of any inconsistency this Agreement shall prevail.

15.6 No variation of this Agreement shall be of any effect unless in writing and signed by a director on behalf of the Company and by or on behalf of the Customer respectively. No servant of the Company has any authority to vary the provisions of this Agreement save as aforesaid.