

TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 This agreement is between Intelligent Security and Fire ("the company") and the customer named overleaf who has accepted the agreement ("the client")
- 1.2 The detection devices, control equipment, signalling equipment and circuits detailed in the specification herein called "the alarm system".
- 1.3 "The completion date" is the date on which the system shall be completed by the company. For the purposes of the agreement the installation will be deemed complete by the company's engineer and the passing of control keys or codes to the client notwithstanding any work remaining to be carried out by the client, the client's subcontractors or British Telecom.
- 1.4 This agreement shall remain in force for a period of one year from the completion date subject to the right of either party to terminate this agreement at any time on the giving of three months notice.

2 THE CLIENT OBLIGATIONS

The client shall at his own expense:-

- 2.1 Provide a fused spur unit(s) as the company may require unless included in the specification.
- 2.2 Pay to British Telecom all charges as may be made for the connection of the alarm system to the telephone system and for the line rental / or maintenance.
- 2.3 Obtain and pay for all necessary consents, way-leaves or licences as necessary in connection with the installation of the system.
- 2.4 Afford the company access to the premises at all reasonable times to install, inspect, maintain and repair the system.
- 2.5 Not interfere with, alter or tamper in anyway with the system or allow a third party to do so.
- 2.6 Move all stock or obstructions that may impede the company engineers during the installation.
- 2.7 Notify the company of any proposed alterations to the premises or modifications in the telephone installation affecting the system.
- 2.8 Treat as confidential all information obtained under the agreement and not disclose details of the alarm system to any third party.

3 THE COMPANY OBLIGATIONS

The company shall:-

- 3.1 Replace or make good, any defective parts, material or faulty workmanship which appear within 12 months of the completion date at no cost to the client for no materials or labour.
- 3.2 Engineer the installation with all due care and attention and remedy minor decorations such as plugging of holes, filling in minor chases but no form of major making good or redecoration.
- 3.3 Reserve the right to alter the type and location of detection devices as described in the specification if proved to be unstable.
- 3.4 Install the alarm system to the conditions prevailing at any time of survey. Alterations to the building, stock movement or modifications within the area or protection after the original survey which may have an adverse effect on the alarms system may result in additional work which will be charged separately.

- 3.5 Install wiring in a concealed manner, where possible. Lifting and re-fitting of carpets will be carried out by the company engineers but responsibility cannot be accepted for carpets failing to be replaced exactly as originally fitted.
- 3.6 Design the system to reduce the risk of loss or damage. The company does not represent or warrant that the system may not be circumvented, neutralised or otherwise rendered ineffective and in such event no liability shall attach to the company in respect of any consequential or economic loss or damage however caused.
- 3.7 Not be responsible for loss or damage of any nature from failure for any reason of the equipment to transmit signals between the premises and the receiving station.

4 MAINTENANCE

- 4.1 The maintenance contract is valid for a period of one year and will automatically renew each year unless terminated by either party giving 3 months' notice in writing.
- 4.2 Each year, routine maintenance charges shall be paid annually in advance.
- 4.3 The company may increase the maintenance charge at any time after the one year period has expired from the completion date.
- 4.4 The alarm system will be maintained to current SSAIB Code of Practice and provides for one inspection visit per annum including labour and travel costs. Where the transmission of information via British Telecom or GSM is part of the system then two visits per annum will be made (one of which may be remote). Apparatus used for such transmission shall remain the property of the company and shall be deemed to be free on loan to the client.
- 4.5 Additional charges will be made for the cost of any work or reset required to be carried out to the system due to damage by fire, storm, tempest, flood, riot and civil disturbance, break in, attempted break in, accident, nuisance, mistreatment of the system or accidental operation.
- 4.6 The agreement will be deemed to be in place once payment has been received for the contract by the Company and can be terminated by either party giving the other three months' notice in writing before the end of the current contract.

5 GENERAL

- 5.1 The quotation is fixed for a period of 28 days and for the installation to be complete within 3 months of the date of the agreement.
- 5.2 Upon acceptance of the quotation 50% of the installation charge shall be paid by the client as a non-refundable deposit and an installation date confirmed. The balance of the charges shall be paid on the completion of the installation of the system.
- 5.3 The title of the system shall not pass to the client until payment in full has been made to the company and in default of punctual payment the company reserves the right to enter the premises and repossess the system.
- 5.4 If the client shall commit any breach of the agreement including any failure to make payment on the due date, the company may forthwith / terminate the agreement without prejudice to its rights to recover any sum due by the client to the company.