



1. DEFINITIONS

- (i) The Company is Alarms and Electrical (Devizes) Ltd
- (ii) The Customer is as defined on acceptance form
- (iii) The System means the equipment set out in the Specification attached.
- (iv) The Customers Equipment is all components of the System not belonging to the Company.
- (v) "Standard Maintenance" means periodic maintenance and 24 hour standby engineer availability for emergency calls. Charges for Standard Maintenance visits are payable annually in advance (charges may not coincide with the actual visit/s. All service visits (call-outs) other than those for periodic maintenance will be charged.
- (vi) "Full Cover Maintenance" means periodic maintenance visits with additional advantage that service visits and replacement of equipment which becomes unserviceable through normal wear and tear will be free of charge, unless they become necessary because of customer error accidental or vandalism damage, or circumstances outside the Company's control. Maintenance will be in accordance with relevant standards as currently in force or as from time to time amended.
- (vii) "Service Visits" are available on a 24-hour basis and are designed to deal with emergency calls only. This should not be confused with Maintenance as defined above. A charge is made for a Service visit unless the System is under the First Year Warranty, or is the subject of a full cover maintenance Agreement
- (viii) A 24 hour Emergency Service is provided for all service contract customers and we would normally expect to attend within 2 hours.
- (ix) Customers who do not enter into a service contract but require the services of an engineer will be attended to as soon as possible, however we cannot guarantee to attend the same day.
- (x) In either case customers are asked to Company of any fault as early in the day as possible.
- (xi) "Installation Date" is the date when installation of the System is completed by the Company, notwithstanding that works remains to be carried out by British Telecom or the Customer's Contractors. The Company's Certificate as to the Installation date shall be conclusive evidence thereof.
- (xii) "The Contract Period" means the period from the installation date until the termination of the Agreement in accordance with Condition 18
- (xiii) "The Quotation" the "Specification" shall where applicable means those documents annexed hereto and indicated overleaf and forming part of the Agreement.
- (xiv) "The Premises" means the premises referred to in the Quotation.

2. THE BASIS OF THE ESTIMATE

- (i) The Quotation is based on the Company being given unrestricted access to the Premises throughout normal working hours (9.00am to 5.30pm Monday to Friday) and on the installation being carried out without delay being occasioned by the customer and in accordance with the Company's working procedure.
- (ii) If (a) the work of the installation is impeded by any stoppage or delay on the part of the Customer or any contractor engaged by or for the Customer; or (b) the Company has to depart from normal working procedure for an reason outside its control, the Company shall be entitled to a reasonable extra charge in addition to the Installation Fee.
- (iii) The Customer shall advise the Company of the existence of and point out to the Company's Installation Engineer the location of concealed water, gas, electricity, telephone or other service wiring or pipes before work commences. In the absence of such advice the Company cannot accept liability for any damage whatsoever; neither can the Company be responsible for any damage caused by structural default or similar matters in the Premises.

3. INSTALLATION REQUIREMENTS

- (i) Unless provided in the Specification the Customer shall provide at his own expense a five-amp neon indicating non-switchable fused spur box. The outlet must be sited adjacent to the items in the Specification requiring 230/250 volts mains electricity supply and is to remain "live" at all times.
- (ii) The Customer shall ensure that the British Telecom services are satisfactory and terminate adjacent to Company's Control Equipment and will inform the Company in writing when such services are completed and ready for connection to the System.
- (iii) The Customer shall make such arrangements and enter into such Agreements with British Telecom or other authorities as may be necessary for the provision and maintenance of private circuits, wiring and terminal blocks and pay all sums due and comply with obligations incurred by virtue of such arrangements or Agreements.

4. WORKS INVOLVING EXISTING EQUIPMENT

Where the System is to be fitted to or work in conjunction with any existing equipment or system, the Customer is responsible for ensuring (if necessary by replacement as well as by repair) that the existing equipment or system is in full working order from the commencement of the work of installation until the installation date.

5. PAYMENT

- (A) Outright Sale
- (i) For contracts up to a total value of £1,000.00 settlement in full on practical completion of the contract and acceptance of the system by the client at which time the completion/handover certificate, and system access codes or control panel keys will be issued.
- (ii) For contracts in excess of £1,000.00 a valuation may be carried out and payment requested at or near 50 per cent the completion stage. Failure to honour this condition may result in labour and materials being removed from site until such payments are made.
- (iii) When automatic signalling equipment is fitted the system will be completed and commissioned as an audible only alarm at which time payment will become due (a sum of £140.00 will be held as a retention by the client pending final connection to the telephone line) The system must then be set, and in use, for at least 7 consecutive days without false alarms before the final connections can be made to the Police. The remainder of the contract sum becomes due on practical completion of the contract as Condition 5 (ii)
- (iii) All materials are to remain the property of Alarms and Electrical (Devizes) Ltd until final settlement is made and cleared through our Bank.

6. USE OF THE SYSTEM

- (i) The Customer shall use and operate the System with reasonable care, in accordance with the Company's instructions.
- (ii) The Customer shall ensure that no one other than the Company's employee (authorised in writing) shall in any way whatsoever adjust, alter or interfere with the System.

7. CUSTOMERS RESPONSIBILITY NOTE 1

- (i) The Customer shall immediately notify the Company (and immediately confirm such notification in writing) of any fault or defect appearing in the System and shall permit the Company to take any steps it considers appropriate for the repair of the system whatsoever which gives rise to any claim whatsoever by the Customer against the Company within 7 (seven) days of the occurrence of such incident or circumstance.
- (ii) Such information must include the full details known to the Customer of the date, time, circumstances and cause of any loss or damage the basis of the claim or possible claim against the Company, and of all damage or loss incurred or suffered by the Customer or any other person No claim will be considered unless this and Condition 15 is strictly complied with and any breach whatsoever of the Customer's obligations hereunder shall release the Company from its liability (if any) in respect of or arising out of such incident or circumstances.

8. CUSTOMERS RESPONSIBILITY NOTE 2

On and after the attendance of the Company's employee, agent, representative or contractor following or resulting from the notification of any fault or defect in the System the Customer shall not rely on the System being operational until receipt of a written certificate from the Company confirming that the fault or defect in question has been remedied.

9. CUSTOMERS RESPONSIBILITY NOTE 3

The Customer shall give the Company at least 14 (fourteen) days written notice of any proposed alteration (whether internal or external) to the structure, arrangement or decoration of the Premises and of any alteration to the British Telecom Installation affecting the System.

10. CUSTOMERS RESPONSIBILITY NOTE 4

- The Customer shall pay the Company on demand: (i) The cost of any works to or materials or equipment for the System which are required as a result of any alteration whatsoever (whether internal or external) to the structure, arrangement or decoration of the Premises.
- (ii) The cost of any work to or materials or equipment for the System required as a result of any damage to it or to the Premises howsoever caused.
- (iii) Except where "Full Cover Maintenance" (see Section 1 (vi)) applies the cost of any repairs to or replacements of the System or any part of it (excluding batteries) caused by wear and tear or deterioration after the period of 12 (twelve) months from the Installation Date.
- (iv) Excluding the cost of any alteration to or replacement of any part of the system (in whole or in part) which the Company considers to be necessary or desirable in order to comply with any legal requirements or provision or any recommendation, or in order to improve the effectiveness of the System.

11. GENERAL PERMISSION TO THE COMPANY

The Customer shall permit the Company, and shall ensure that all necessary permissions are given to it, to enter premises and to have unrestricted access to them during normal working hours for the purpose of enabling the Company to do all such things as it is obliged, entitled or at liberty to do under this Agreement or which are contemplated by it.

12. NON-ASSIGNMENTS OF THE CUSTOMER'S RIGHTS

The Customer's rights under this Agreement are not assignable or transferable or transmissible without the prior written consent of the Company.

13. WARRANTY

The Company shall during the period of 12 (twelve) months from the Installation Date carry out at its own expense any repairs required to System as a result of defects in or to the same, written notice of which is given by the Customer to the Company. This excludes any part of the System installed previous to the Quotation. This warranty is given to the exclusion of any warranty implied by law.

14. ASSIGNMENT OF THE COMPANY'S RIGHTS AND SUB-CONTRACTING

The Company may assign all or any of its rights under this Agreement and may perform any of its obligations through its Contractors. The Company reserves the right reasonably to increase the maintenance charge on the anniversary date of this Agreement and from time to time thereafter. Such increased maintenance charge shall be payable by the Customer in place of the maintenance charge previously payable unless within one month of the date of the invoice setting out increased charges the Customer gives the Company three months' notice in writing terminating the Agreement.

15. CLAIMS AND LIMITATIONS ON THE LIABILITY OF THE COMPANY

The Customer must inform the Company in writing of any incident or circumstance whatsoever which gives rise to any claim whatsoever by the Customer against the Company within 7 (seven) days of the occurrence of such incident or circumstance. Such information must include the full details known to the Customer of the date, time, circumstances and cause of any loss or damage the basis of the claim or possible claim against the Company, and of all damage or loss incurred or suffered by the Customer or any other person No claim will be considered unless this Condition 15 is strictly complied with and any breach whatsoever of the Customer's obligations hereunder shall release the Company from its liability (if any) in respect of or arising out of such incident or circumstances.

16. CUSTOMERS SPECIAL KNOWLEDGE

The Customer acknowledges that the Company has no special knowledge of the nature and value of the contents of the Premises in which the System is to be installed or of the nature of the risks to which the Premises and their contents will from time to time be exposed. The Customer agrees that the Customer may be expected by the Company to have knowledge of such matters and it is in the Customer's interest to insure against the relevant risks. Accordingly the Customer agrees that is fair and reasonable that the Company should limit its liability as set out above.

17. INDEMNITIES GIVEN BY CUSTOMER

The Customer shall indemnify the Company or any of its employees, agents, representatives or contractors against any claim whatsoever made against it by anyone other than the Customer for any loss of or damage to any goods or any damage to property at, on or from the Premises, whether such claim arises from any negligence or breach of contract on the part of the Company or its employees, agents, representatives or contractors or otherwise howsoever.

18. TERMINATION OF CONTRACT This Agreement may be terminated:

- (i) By either party giving 3 (three) months written notice expiring at any time after the expiration of a period of 1 (one) year from the Installation Date.
- (ii) By the Company, without notice, if the Customer commits any breach of this Agreement (including any failure punctually to pay monies due) or if any distress or execution is levied upon any property of the Customer or upon Premises or if a Receiving Order is made against the Customer or where the Customer is a Company, a resolution is passed or petition presented or order made for its winding up otherwise than for the purpose of amalgamation or reconstruction or if a receiver is appointed of any property of the Customer.
- (iii) By the Company without notice if either the Central Station Equipment of the Company or the telephone connections are destroyed by fire or otherwise are substantially damaged. Such termination shall not give rise to any claim by either party hereto against the other.

19. FORCE MAJEURE

If the Company is prevented or hindered from carrying out its obligations under the contract by circumstances, beyond its reasonable control, including without limitation, any form of Government Intervention, strikes, lock-outs, Act of God, war, fires, earthquakes, floods, epidemics, severe weather, revolt or riot or delays or default of subcontractor (such circumstances being herein referred to as Force Majeure) then the performance of such obligations shall be suspended for such time as the circumstances aforesaid last and the Company shall not be liable for any delay occasioned thereby.