

Supersafe Solutions Limited - Terms and conditions

IMPORTANT – YOU SHOULD READ THIS CAREFULLY

The Customer's attention is specifically drawn to Conditions 14 and 17.

General – Once you have signed this Sales Agreement the following will apply:

- You will legally have to keep to its terms. You should read it carefully before signing. If there is anything which you do not understand, please ask before you sign.
- You have confirmed that you have read the Conditions in this document which are part of this Sales Agreement.
- You have acknowledged that your details (and those of your Keyholders) may be held on police, fire or other authority computer files under the conditions of the Data Protection Act 1988. You must tell us of any changes in such details immediately.

1 Interpretation

1.1 In these Terms:

- 1.1.1 'Alarm Receiving Centre' means the place to which signals are transmitted from the System or Legacy System and are monitored.
- 1.1.2 'Annual Charges' means the annual charges referred to in the Service & Monitoring section of the Sales Agreement where the System or Legacy System is maintained or monitored by the Company.
- 1.1.3 'Bells Only' means that the System or Legacy System will sound but will transmit no signal to the Alarm Receiving Centre.
- 1.1.4 'Charges' means the charges referred to in the Sales Agreement.
- 1.1.5 'the Company' means Supersafe Solutions Ltd (a company registered in England under number 8622569 whose registered office is Unit 1.6 Krynkl, Shalesmoor, Sheffield, S3 8UL.
- 1.1.6 'Condition(s)' means the standard terms and conditions of sale set out in this Sales Agreement and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Company and the Customer.
- 1.1.7 'the Customer' means the customer with whom the Company make this Sales Agreement.
- 1.1.8 'Deposit' means the deposit referred to on the front of this Sales Agreement.
- 1.1.9 'Goods' means the Goods which the Company is to supply in accordance with the sales and installation section of the Sales Agreement.
- 1.1.10 'Guarantee' means the one-year guarantee in Condition 16.
- 1.1.11 'Handover Date' for new Systems, this is the date the Company finishes installing the System. For Legacy Systems this is the date the Company agrees to re-commission the Legacy System or conducts a satisfactory Take Over.
- 1.1.12 'the Installation Standard' is the standard to which the equipment is to be installed and/or together with any other formal requirements stipulated as a condition of the regulatory body by which the Company is approved.
- 1.1.13 'Keyholder' means a person or third party the Customer has chosen to hold the keys to the Site and to go to the Site if the Alarm Receiving Centre has received a signal from the System or Legacy System.
- 1.1.14 'Keyholder Only' means that the System or Legacy System will sound and will transmit a signal to the Alarm Receiving Centre but there will be no police or fire brigade response. A signal may still be sent to the Keyholder.
- 1.1.15 'Legacy System' means all equipment (and any part of it) which has previously been installed at the Site by a third party.
- 1.1.16 'Monitoring' means any service of monitoring telephone lines and means the form of communication between the System or Legacy System and the Alarm Receiving Centre or third party.
- 1.1.17 'Normal Working Hours' means 8 am to 5pm, Mondays to Fridays, except public holidays.
- 1.1.18 'Quotation' means the document with the unique quotation specification number referred to on the front of this Sales Agreement, setting out the System Specification together with details of the price payable for the System, Services or Goods.
- 1.1.19 'Routine Inspection Visits' means the visits which the Company makes to the Site to inspect part of the System or Legacy System in each 12 month period from the Handover Date. The Company will decide on the timing of such visits.
- 1.1.20 'Sales Agreement' means this document setting out the Company's Charges and Annual Charges together with these Conditions.
- 1.1.21 'Service Level' means the service level (whether Bronze, Silver or Gold) provided by the Company and referred to on the front of the Sales Agreement.
- 1.1.22 'Services' means the services provided by the Company and includes design, installation, maintenance and monitoring of a System and risk assessments and the Company's fire training consultancy.
- 1.1.23 'Site' means the installation address where the System or Legacy System is installed as referred to in the Specification and/or on the front of this Sales Agreement.
- 1.1.24 'Specification' means the document setting out details of the Company's System as contained in the Company's Quotation. This will include any amendments and instructions the Company issues to the Customer from time to time.
- 1.1.25 'System' means all equipment (and any part of it) which the Company installs at any time including wiring (but see Conditions 7.1.3, 17.6.5.3 and 12.1.5.10), software and anything the Company installs when the Company carries out repairs.
- 1.1.26 'Take Over' is when the company carries out an initial test of a Legacy System to ensure all equipment is operating correctly.
- 1.1.27 'Wee Obligation' means any obligation arising out of the Waste Electrical and Electronic Equipment Regulations 2006.
- 1.1.28 'Writing' includes facsimile transmission and comparable means of communication, but not electronic mail.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and the Company.

1.4 Any typographical, clerical or other error or omission in any sales literature, Quotation, Specification, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

1.5 The Customer's acceptance of delivery of the Goods or performance of the Services shall (without prejudice to any other manner in which acceptance of these Conditions may be evidenced) constitute unqualified acceptance of these Conditions.

SECTION A (applies to the sale of Goods only)

2 The Basis of the Sale

- 2.1 Subject to any variation under Condition 2.3 the agreement shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the contract simply as a result of such document being referred to in the contract.
- 2.3 These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Sales Agreement. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to buy Goods subject to this Sales Agreement.
- 2.5 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Customer.
- 2.6 Any quotation is given on the basis that no contract or agreement shall come into existence until the Company despatches an acknowledgement of order to the Customer.

3 Orders and specification

- 3.1 The supply of Goods is subject to availability of stocks at the date of delivery.
- 3.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including the specification) submitted by the Customer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the contract in accordance with this Sales Agreement.
- 3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Quotation.
- 3.4 The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EU requirements or, where the Goods are to be supplied to the Company's Specification, which do not materially affect their quality or performance.
- 3.5 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in Writing of the Company and on condition that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

4 Price of the Goods

- 4.1 The price of the Goods shall be the Company's quoted price or, where no price has been quoted (or a price is no longer valid), the price listed in the Company's published price list current at the date of acceptance in accordance with Clause 2. All prices quoted are valid for 60 days only or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer, unless in the quotation some other period is specified, after which time they may be altered by the Company without giving notice to the Customer.
- 4.2 The price is exclusive of any applicable Value Added Tax and other tax or duty relating to manufacture, transportation, insurance, export, import, sale or delivery of the Goods (whether initially charged on or payable by the Company or Customer) and (where appropriate) the freight and other charges as specified in the relevant carriage tariff current at the date of despatch which the Customer shall be additionally liable to pay to the Company.
- 4.3 Unless otherwise specified in the Quotation or price list or otherwise agreed in Writing between the Customer and the Company, where the Company agrees to deliver the Goods other than at the Company's premises, the Customer shall pay the Company's charges for transport and packaging and insurance. The Company will use reasonable endeavours to ensure suitability of packing before despatch, but no claim will be accepted by the Company for breakage or damage in transit, on the ground of alleged unsuitability of packing. The Customer will dispose of all packaging in accordance with all relevant laws and regulations (whether statutory or otherwise) relating to the protection of the environment.
- 4.4 If the Company agrees to extend credit facilities to the Customer then the payments must be within 30 days of delivery.

SECTION B (applies where the System is installed, maintained or monitored by the Company or the Legacy System is maintained or monitored by the Company)

5 What the Company will do

- 5.1 The Company agrees to provide the Services referred to on the front of this Sales Agreement.

6 Installation and maintenance

- 6.1 The Company shall endeavour to conceal the cabling within the fabric of the building. Where this is not possible the Company will endeavour to use suitable plastic or metal containment and surface clipping.
- 6.2 The System will be installed in accordance with the relevant British and/or European standards as set out in the Specification/Quotation.
- 6.3 In the event of failure of Goods, System or the Customer's equipment on the Site, the Company reserves the right to offer replacements in as close as possible to the original Specification.
- 6.4 Where a manufacturer operates a closed protocol the Company will require full access codes and may have to liaise with the manufacturer to service a Legacy System. The customer must ascertain all user and engineer codes before commencement, otherwise the Company reserves the right to default the Legacy System or to require the attendance of manufacturer or installer and additional charges may apply in accordance with Condition 12.1.5.
- 6.5 The Company will carry out the Routine Inspection Visits to the Site during Normal Working Hours. The Company may also carry out routine maintenance or service on the occasion of an emergency call/ breakdown visit/installation.
- 6.6 The Company's employees or agents may stop work if in the Company's opinion the Site is not safe and the Company's employees or agents are at risk of death or personal injury and for the avoidance of doubt, this shall not excuse the Customer from any payment obligations under this Sales Agreement.
- 6.7 The Customer must determine whether asbestos or any other hazardous materials are on Site before any installation, maintenance, monitoring or other works are carried out by the Company. If asbestos or other hazardous materials are discovered at the Site the Customer must:-
 - 6.7.1 remove the asbestos or hazardous materials at the Customer's expense; and
 - 6.7.2 compensate the Company for any loss to the Company or personal injury sustained by the agents and employees of the Company as a result of the asbestos or hazardous materials. For the avoidance of doubt and in accordance with Condition 6.6 above, if asbestos or other hazardous materials are found on Site the Company may stop work and all payment up to this date is due.
- 6.8 Where a System or Legacy System is maintained by the Company:
 - 6.8.1 the Company will provide preventative maintenance inspection and testing including labour costs only and does not include any replacement parts, equipment, emergency call outs or labour other than required to carry out preventative maintenance unless specifically stated in the Service Level.
 - 6.8.2 the Company will provide an emergency 24 hour emergency call out service but reserves the right to only attend to a reported fault where the Customer cannot set the System or Legacy System or stop the sounders.

7 Legacy Systems

- 7.1 For Legacy Systems which have been previously installed at the Customer's premises the following will apply:
 - 7.1.1 unless the Customer tells the Company otherwise, the Company are entrusted to assume that the Legacy System, and the wiring and cabling associated with it, already comply with the relevant standards and are in full working order.
 - 7.1.2 If the Customer requires the Company to carry out a Take Over of the Legacy System and additional works are recommended by the Company or in the opinion of the Company are required to ensure the Legacy System is in full working order or meets the Installation Standard:
 - 7.1.2.1 the Company will give the Customer a separate quotation detailing the Company's charges and the work needed to repair, reinstate or reconnect any parts of the Legacy System which are not in full working order; and
 - 7.1.2.2 the Take Over is only complete when the recommended works have been completed to the satisfaction of the Company.
 - 7.1.3 if a Takeover test is not carried out:-
 - 7.1.3.1 the Company cannot confirm that all parts of the Legacy System are in full working order; and
 - 7.1.3.2 the Company reserves the right to carry out a full test of the Legacy System at any time and to give the Customer a quotation as referred to in Condition 7.1.2 above.

- 7.1.4 the Company is only required to inspect part of a Legacy System during each Routine Inspection Visit: as a result, all parts of a Legacy System will not be inspected until 12 months have elapsed from the Handover Date, unless a Take Over is carried out.
- 7.1.5 the Company will not be able to confirm that cables and wiring which have been installed within the fabric of the Site or buried underground by a third party conform to the relevant standards.
- 7.2 Where a Legacy System is repaired by the Company the Company cannot take responsibility for a previously installed Legacy System which is not maintained or monitored by the Company. Where a Legacy System is maintained or monitored by the Company, the Company will not be responsible for inherent defects.
- 8 Monitoring**
- 8.1 Where the System or Legacy System is monitored by the Company, there may be a delay after the Handover Date when:
- 8.1.1 the telecommunication links between the Site and the Alarm Receiving Centre are set up and activated; and
- 8.1.2 the test period set by the police or another authority is completed to their satisfaction. During this period, the Company's ability to respond to signals the Company receives from the System at the Alarm Receiving Centre will be limited.
- 8.2 after the period referred to in Condition 8.1, the Company will monitor the signals from the System or the Legacy System at the Alarm Receiving Centre.
- 8.3 Keyholder forms are provided which must be completed and returned to the Company as soon as possible. In the absence of Keyholder details the police, fire service or other authority will refuse to allocate a unique reference number to the System or Legacy System and, consequently, the Alarm Receiving Centre will be unable to transmit alarm activation signals from the System or Legacy System to the relevant authority. Until such time as a Unique Reference Number is allocated, the System or Legacy System will be classified Keyholder Only.
- 8.4 the Customer must promptly update the Company with any changes to the Keyholder information.
- 8.5 the Customer must notify their Keyholders that the Company will contact them and may need to write to them.
- 8.6 if the Customer does not have/keep the approval of the police, fire service or other authorities under this Condition, the Company will only provide that part of the Services which does not require this approval. The customer must also:
- 8.6.1 make any necessary agreement with these authorities;
- 8.6.2 provide any information they need;
- 8.6.3 pay for the relevant approval or permission;
- 8.6.4 meet the requirements of any of these authorities at all times to maintain their approval;
- 8.6.5 tell them if any information provided by the Customer changes; and
- 8.6.6 if any approval is amended or ends, the Customer must write to the Company as soon as the Customer finds out.
- 8.7 Where the System or Legacy System is monitored by the Company it is recommended that the Customer uses an enhanced signalling system which is designed to detect line faults, line cuts or tampering with a telephone line.
- 9 What the Customer must do**
- 9.1 The Customer must do the following:
- 9.1.1 Give the Company access to the Site so that the Company may provide the Services. The Customer shall move any materials, ceiling tiles and other objects obstructing access to the System or Legacy System or any part of it. The Customer must also supply a reasonable level of lighting and scaffolding, hoists or other suitable lifting equipment if required.
- 9.1.2 The Customer shall ensure that the Site and any equipment the Customer provides is safe and without risk for the Company's employees and agents to do what the Company must do under this Sales Agreement. When placing the order, the Customer must also tell the Company the location of any concealed pipes and wires which may affect the System or Legacy System and the Services and about any known risks and any hazardous materials at the Site.
- 9.1.3 The Customer must maintain adequate insurance cover for the Company's tools and equipment left on Site during any installation or maintenance.
- 9.1.4 Provide and maintain a dedicated 240 volt AC unswitched power supply to each part of the System or Legacy System and sound electrical earthing connection where it is required for the Company to carry out the Services. The power supply must be installed by an approved electrician to the relevant regulations and must be safe.
- 9.1.5 Provide information about the Customer, the Site, and other relevant information so the Company can provide the Services. The Customer must write to the Company to tell the Company about any changes to this information.
- 9.1.6 Operate the System according to the requirements of the Specification and any instructions and user's handbooks the Company issue the Customer from time to time.
- 9.1.7 Be responsible for and compensate the Company against all liabilities, claims, losses or expenses the Company suffers if caused:
- 9.1.7.1 because the Customer or others have damaged or not used the System or Legacy System according to the Specification or operating instructions;
- 9.1.7.2 as a result of the connection of the System or Legacy System to any equipment or device not supplied by the Company; or
- 9.1.7.3 as a result of the events referred to in Condition 17.4.4.
- Paragraph 9.1.7 above does not affect the Company's liability under Condition 17.
- 9.1.8 Tell the Company at once:
- 9.1.8.1 of any defect or fault in the System and/or Legacy System;
- 9.1.8.2 if anyone tampers with the System and/or Legacy System;
- 9.1.8.3 if any part of the System or Legacy System is damaged or stolen; or
- 9.1.8.4 if the System or Legacy System has been subjected to any unusual operating or environmental conditions.
- 9.1.9 The Customer must pay telephone, electricity and other utility bills which the System or Legacy System requires so that the Services are not affected.
- 9.1.10 Keep the System or Legacy System clean and free from dust and grime to enable the System or Legacy System to work satisfactorily.
- 10 What the Customer must not do:**
- 10.1 Where the System or Legacy System is maintained or monitored by the Company, the Customer must not move or interfere with or attempt to repair the System or Legacy System or allow others to do so.
- 10.2 Where the Customer allows a third party to carry out work on the System or Legacy System the Company accepts no liability for any faults caused by the third party or of failure of the System or Legacy System caused by the third party and if work is carried out by a third party maintenance contracts will be void.
- 11 What it will cost the Customer**
- 11.1 The Customer is responsible for the Charges and any Annual Charges in the Sales Agreement. The Charges and Annual Charges exclude VAT which is payable by the Customer at the rates current from time to time.
- 11.2 After the first year from the date of the Sales Agreement and in the years following, the Company can increase any Annual Charges to cover an increase in the cost of providing the Service. The Company will inform the Customer of the increased amount which will take effect from the anniversary of the Handover Date in Writing by invoice.
- 11.3 Where the System or Legacy System is monitored by the Company a signalling charge may be increased to cover any increased cost to the Company of providing or changing the signalling services relating to the monitoring of the System or Legacy System. The signalling charge may also be charged to cover any increased cost imposed by the police, fire or other authority or by a telecommunications agency or any other organisation.
- 11.4 For the avoidance of doubt where the System is installed by the Company and the Customer orders the Company off Site, through no fault of the Company, or otherwise prevents the Company from performing their obligations under this Sales Agreement:
- 11.4.1 the Company is entitled to the Deposit; and
- 11.4.2 the Customer must pay the balance of the Charges to the Company.
- 11.5 Quotations given that were not subject to a survey may alter in cost.
- 12 Extra Charges**
- 12.1 The Customer is also responsible for the following extra charges:
- 12.1.1 Taxes, fees, charges or false alarm assessments set by the police, fire or other authority due to the installation or operation of the System or Legacy System.
- 12.1.2 Any extra charges for work done by police fire or other authorities, or by any telecommunications agency or other party.
- 12.1.3 Where the System or Legacy System is monitored by the Company the Customer will also be responsible for installation and rental charges for connection facilities between the System or Legacy System and the Alarm Receiving Centre.
- 12.1.4 Where the System or a Legacy System is maintained by the Company further charges may be incurred by the Customer in accordance with Condition 6.7.1.
- 12.1.5 Where a Legacy System is taken over by the Company extra charges may apply to ensure compliance or to rectify existing faults – see conditions 6.4 and 7.1.1.
- 12.1.6 The Customer must also pay the Company extra charges at the Company's rates for labour and materials current at the time where the following apply:
- 12.1.6.1 faults are caused by the Customer or any other person, thing or event which the Company could not reasonably be expected to prevent;
- 12.1.6.2 the Specification or Service Level states that there will be a charge;
- 12.1.6.3 the Customer has asked the Company to visit the Site outside Normal Working Hours, unless, this is covered by the Service Level the Customer has chosen;
- 12.1.6.4 the Customer asks the Company to change the System or Legacy System or the Company needs to change it because of changes in the Site;
- 12.1.6.5 the Customer breaks one of the Conditions in this Sales Agreement;
- 12.1.6.6 the Customer asks for help from the Company under Condition 16 but the Guarantee does not apply;
- 12.1.6.7 any replacements, repairs or modifications to the System or Legacy System are needed but are not covered by the Guarantee or by the Services or are needed as a result of a change in a relevant standard or regulation governing the System or Legacy System;
- 12.1.6.8 the Customer asks the Company to carry out tests on any part of the System or Legacy System which involves the Company in additional work;
- 12.1.6.9 the storage vessels which form part of the extinguishing part of the System or Legacy System need testing, handling, transporting, recharging and reinstalling;
- 12.1.6.10 the external wiring on the outside of the Site, or any wiring installed within the fabric of the Site or buried underground prior to the Handover Date, need inspecting, repairing or replacing;
- 12.1.6.11 the Customer requires additional training on how to use the System or Legacy System after the Handover Date;
- 12.1.6.12 the System or Legacy System needs inspecting, resetting, reprogramming, repairing or replacing in circumstances where:
- The Customer, or where the System or Legacy System is monitored by the Company, the Keyholder or someone else has failed to follow operating instructions, has not locked, closed or secured a window, door or other protected point, has not used or adjusted the System or Legacy System, other equipment or components properly or has interfered with the System or Legacy System or has not set the System or Legacy System;
- The Customer, or equipment or devices which the Company has not supplied have caused a false alarm or a failure of the System or Legacy System;
- The Customer's actions or failures, or those of anyone else other than the Company mean the Company needs to inspect or make repairs or replace any part of the System or Legacy System;
- Any computer, IT network, lighting system or other infrastructure or facility provided by the Customer or others which is connected to the System or Legacy System fails or is corrupted;
- The Customer installs software upgrades or any other software on any computer and/or networks connected to the System or Legacy System;
- Adverse weather conditions or adverse industrial atmosphere cause damage to or activation of the System or Legacy System;
- A full insulation or continuity test of wiring is required; or
- Extinguishing liquids or gas or propellant cartridges are discharged for whatever reason.
- 12.2 Unless the Company agrees to do so, the charges will not include any work involving carpet laying, concealing cables, redecorating, replastering, building or carpentry work.
- 12.3 The Sales Agreement herein does not include any special scaffolding or access equipment other than normal ladders and safety equipment carried by the Company's service team. The Company, unless otherwise instructed reserves the right to make additional charges for any special access equipment found to be necessary over and above the equipment supplied by service teams.
- 12.4 There will be an additional charge if:
- 12.4.1 the Customer does not provide full access to the areas where the Company's engineers carry out the services; or
- 12.4.2 the Customer fails to supply a reasonable level of lighting or scaffolding, hoists or other suitable lifting material (as referred to in Condition 9.1.1) and in either case as a result the Company incurs extra time or expense.
- 12.5 Whilst the Company will make every reasonable effort to work with the Customer or others, any interruptions caused by the Customer, their staff, customers or others may result in additional charges.
- 12.6 If this Sales Agreement is brought to an end under Condition 14, the following will apply:
- 12.6.1 the Customer will owe the Company the Charges, Annual Charges and any other money due to the Company but not paid at the end of the Sales Agreement;
- 12.6.2 where the System or Legacy System is monitored by the Company the Customer will owe any further telecommunications charges charged to the Company in relation to the System or Legacy System and/or the monitoring of it where the Company is unable to obtain a refund.
- 12.7 In the event that the installation of the System will not be completed within a three-month period from the date of this Sales Agreement, the Company may increase the Charges where the Company's material and labour costs increase after the date the tender was agreed or this Sales Agreement signed. The increase will be calculated using a formula or indices appropriate to the fire and security industry.
- 12.8 Where the installation of the System continues for more than one month, the Company reserves the right to submit progress or interim requests for payment of the Initial Charges based on the amount of work completed and / or the amount of equipment delivered to the Site.
- 12.9 If the Company holds materials for the Customer, the Company reserves the right to invoice the Customer for the full amount of those materials prior to installation at, or supply to the Site.
- 12.10 Where the Company's Quotation is prepared to comply with a tender or specification prepared by the Customer or a third party, or to comply with a relevant standard, the Company's Quotation will have been prepared in good faith, relying on the Company's interpretation of the tender, specification or standard. If the Customer seeks to impose a different interpretation, which affects the Company's Quotation, the Company reserves the right to increase the Charges.
- 13 Payment**
- 13.1 The Customer must pay any Deposit on the date of signing the Sales Agreement and the balance of the Charges on or before the Handover Date.
- 13.2 If the Company agrees to extend credit facilities to the Customer then the payment must be within 30 days of the Handover Date.
- 13.3 The Customer must pay the Annual Charges in advance at the intervals stated on the front of the Sales Agreement by cheque or direct debit, bank transfer or cash.
- 13.5 The Customer must pay the extra charges under Conditions 12.1 to 12.5 within 14 days of the date of the Company's invoice or request for payment.
- 13.6 The Customer must pay all other amounts within 30 days of the date of invoice or request for payment.
- 13.7 The Company expects the Customer to pay promptly. If payment is overdue, the Company will charge the Customer interest, from the date of invoice or when the Company asks for payment until the date the Customer pays, at 8% over the base rate of HSBC Bank Plc.
- 14 Contract Lengths and contract Terminations (the Customer's attention is particularly drawn to this Condition).**

- 14.1 Where the System or Legacy System is maintained or monitored by the Company:
- 14.1.1 The signing of an order/maintenance agreement, the minimum contract length is **36 months**.
- 14.1.2 The Company may terminate this Sales Agreement by giving the Customer at least **3 months notice in Writing** at any time.
- 14.1.3 The Customer may terminate this Sales Agreement by giving the Company notice in **Writing no less than 3 months before the third anniversary of the Sales Agreement or no less than 3 months before each subsequent anniversary of the date of the Sales Agreement**.
- 14.2 Where the System or Legacy System is monitored by the Company, the Company or the Customer may terminate the Sales Agreement by notice in writing if:
- 14.2.1 the Alarm Receiving Centre is destroyed or so badly damaged that the Company cannot reasonably continue to provide the Services;
- 14.2.2 the Company cannot arrange or keep the telecommunications facilities needed to transmit the signals between the Site, the Alarm Receiving Centre and any police, fire or other authority.
- 14.3 The Company may either terminate or suspend this Sales Agreement for a period the Company considers appropriate if any of the following apply:
- 14.3.1 the Customer fails to make payment under Condition 13;
- 14.3.2 the Customer commits a serious breach of this Sales Agreement;
- 14.3.3 the Customer admits any breach of this Sales Agreement which can be remedied by the Customer, and the Customer does not remedy within 30 days of the Company telling the Customer that the Customer is in breach of the Sales Agreement and must remedy;
- 14.3.4 if, being an individual the Customer dies or becomes bankrupt;
- 14.3.5 if being a partnership, the partnership is dissolved;
- 14.3.6 if, being a company, an order is made or passes a resolution for winding up or the company is dissolved;
- 14.3.7 if the Customer enters into any kind of arrangement or settlement with the Customer's creditors or if a receiving order or administration order is made against the Customer;
- 14.3.8 if any legal proceedings are taken against the System or the Legacy System or the Site or any part of the Site;
- 14.3.9 if the Customer fails to follow any recommendation the Company makes for repairing or replacing faulty or old parts of the System or Legacy System, or for repairs to the Site which the Company considers necessary for the System or Legacy System to work properly, or to prevent unnecessary damage to the System or Legacy System;
- 14.3.10 if the Customer does not follow the operating instructions or if, for any reason which is or should be within the Customer's control, there are an excessive number of false alarms;
- 14.3.11 if the Customer changes their premises preventing the Company from providing Services;
- 14.3.12 if the police, fire or other authority withdraw any approvals, or will only give their approval depending on conditions, which the Company believes make it no longer practical to carry on providing Services.
- 14.4 If the Company gives the Customer Written notice of suspension under Condition 14.3 of this Sales Agreement, this suspends what the Company has to do under this Sales Agreement and the Company has no responsibility until the suspension is lifted or the Sales Agreement ends. The Company will tell the Customer in Writing if the Company lifts the suspension.
- 14.5 If the Sales Agreement terminates, the Company will stop providing the Services. Where the System or Legacy System is monitored by the Company, the Company may disconnect the System or Legacy System to prevent signals being transmitted to the Alarm Receiving Centre.
- SECTION C (applies generally)**
- 15 The purpose of the System/Legacy System**
- 15.1 The System or Legacy System is designed to detect fire and intruders at the Site so far as this can be done by the use of this type of equipment. However the Company does not guarantee that the System or Legacy System cannot be removed, tampered with or made to stop working by the Customer or any unauthorised person. If this happens, the Company is not responsible for any losses the Customer may suffer directly or indirectly.
- 15.2 The Company does not guarantee that:
- 15.2.1 particular losses or injuries will be prevented by using the System or Legacy System; or
- 15.2.2 that the System or Legacy System will work continuously and without errors, in particular where interruptions or errors are due to something beyond the Company's reasonable control.
- 15.3 The products supplied by the Company are designed and manufactured to high standards. However, even the Company's products, like all mechanical and electronic devices, can develop faults.
- 15.4 The Company does not know the value of the Site or its contents and the purpose of this Sales Agreement is not to act as insurer of the Site or contents.
- 15.5 Unless the System or Legacy System is monitored by the Company the System or Legacy System will be classified Bells Only.
- 16 One year guarantee**
- 16.1 The Company guarantees that faults will be repaired and parts will be replaced in the System free of charge within 12 months from the Handover Date. Unless the Company has installed the System, the Customer is responsible for the cost of the transportation of the System, or any part of it, from and to the Site. This guarantee does not apply to the matters stated in Conditions 16.2 and 16.3.
- 16.2 The Guarantee in Condition 16.1 does not apply to Legacy Systems installed at the Site.
- 16.3 The Guarantee does not apply to faults caused by the following:
- 16.3.1 incorrect adjustment or positioning by the Customer or others of the System, including but not limited to CCTV cameras, monitor and video settings, computer screens, keyboards or micro-processors;
- 16.3.2 consumable items of all kinds falling. Consumables are items with a finite life such as, but not limited to, batteries, halogen and other lamps or bulbs, communication chips, video recording heads, CCTV camera tubes, monitor tubes, electronic article surveillance pins, labels or any item that can be used once only;
- 16.3.3 work carried out by police, fire or other authorities, or by any telecommunications agency or other party;
- 16.3.4 the circumstances referred to in Conditions 12.1 to 12.5.
- 17 The Company's liability (The Customer's attention is particularly drawn to this Condition).**
- 17.1 Condition 17 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
- 17.1.1 any breach of the Sales Agreement;
- 17.1.2 any use made by the Customer of the System or Legacy System, Services or Goods or any part of them;
- 17.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Sales Agreement.
- 17.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Sales Agreement
- 17.3 Nothing in these Conditions limits or excludes the liability of the Company:
- 17.3.1 for death or personal injury resulting from negligence; or
- 17.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company.
- 17.4 Subject to Conditions 17.2 and 17.3 the Company shall not be liable:
- 17.4.1 for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information or any special indirect, consequential or pure economic loss, costs damages charges or expenses;
- 17.4.2 for losses in relation to Legacy Systems installed at the Customer's premises prior to the date of this Sales Agreement arising;
- 17.4.2.1 before the completion of the Company's first Routine Inspection Visit to the Site; or
- 17.4.2.2 during the first 12 months from the Handover Date as a result of that part of the Legacy System which has not yet been inspected.
- 17.4.3 for loss due to the ads or neglect of any other person including the Customer, the police, fire or other authority or individual, and where the System or Legacy System is monitored by the Company, the provider of the telephone line, monitoring company or other type of communication technology;
- 17.4.4 for delays, interruptions or suspensions in providing the Services, which are due to any other person (including the Customer), thing or event which the Company could not reasonably prevent;
- 17.4.5 for loss due to the fact that equipment or cabling not supplied by the Company is connected to or installed near to the System or Legacy System;
- 17.4.6 where the System or Legacy System is maintained, installed or monitored by the Company or the Legacy System is maintained or monitored by the Company, for losses resulting from:
- 17.4.6.1 the police, fire or other authority failing to act in accordance with emergency response;
- 17.4.6.2 a signal transmitted to the Alarm Receiving Centre not being received by the Company for reasons beyond the control of the Company;
- 17.4.6.3 the failure of any cables or wiring installed within the fabric of the Site or buried underground prior to the Handover Date and not installed by the Company;
- 17.4.6.4 the activation of a circuit breaker which affects the power supply to any part of the System or Legacy System;
- 17.4.6.5 any other cause beyond the Company's reasonable control;
- 17.4.6.6 losses due to the Customer failing to comply with its warranty given in Condition 17.9, or recommendations provided by the Company at any time for addition, repairs or an work required to the System or Legacy System;
- 17.4.6.7 losses outside the purpose of the System or Legacy System in Condition 15; or
- 17.4.6.8 damage unavoidably caused to decorations, fittings, pipes, carpets and the like at the Site as a result of the installation of the System or the Company providing the Services.
- 17.5 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Sales Agreement shall be limited to the price paid for the Goods, Services or System (excluding VAT).
- 17.6 The Company's obligations under the Sales Agreement terminate if the agreement is brought to an end or the Services are suspended under Condition 14. This Condition 17.6 does not apply where the Customer terminates due to the breach of the company.
- 17.7 The Company shall use reasonable endeavours to deliver the Services. Time shall not be of the essence.
- 17.8 Where the System or Legacy System is monitored by the Company, during the period referred to in 8.1 the Company is not responsible for any part of the Services which the Company is not then able to provide.
- 17.9 Because of the purpose of the System or Legacy System in Condition 15, the limits of the Guarantee in Condition 16, and the limits of the Company's responsibility to you in Condition 17, the Customer warrants that it has taken out appropriate insurance cover.
- 18 Title**
- 18.1 Ownership of the System or any other Goods supplied by the Company (whether separate and identifiable or incorporated in or mixed with another Legacy System or other goods) will not pass to the Customer until the Company receives payment for the Charges in full from the Customer for the System or Goods and all other amounts owed by the Customer to the Company in respect of any other Goods, System or agreement with the Customer together with any interest due on such monies. Nevertheless, all risk in the Goods or System shall pass to the Customer when the Goods are despatched or the System is installed.
- 18.2 Until the time that the Company is in receipt of the total amounts in Clause 18.1 above, the Customer shall keep the Goods or System on behalf of the Company and shall store the Goods or System in such a way that they are separately identifiable as the property of the Company.
- 18.3 At any time before title to the Goods or System passes to the Customer (whether or not any payment to the Company is then overdue or the Customer is otherwise in breach of any obligation to the Company), the Company may (without prejudice to any other of its rights):
- 18.3.1 retake possession of all or any part of the Goods or System and enter any premises for that purpose (or authorise others to do so) which the Customer hereby authorises; or
- 18.3.2 require delivery up to it of all or any part of the Goods or System.
- 18.4 Where the Company enters the Customer's premises under Condition 18.3.1 above, the Company may charge the Customer its reasonable costs for labour and any materials such as cabling.
- 18.5 The Customer shall hold the proceeds of any claim of such insurance policy on trust for the Company and shall immediately account to the Company with the proceeds.
- 19 Force Majeure**
- 19.1 In this Condition 19, "Force Majeure Event" means any circumstance beyond the control of the Company including but not limited to acts of God, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow downs or other industrial disputes, (whether at the Company's premises or elsewhere), breakdowns, accidents, riots or civil disturbances, acts of government, lack of power or delays of sub-contractors or materials shortages but, for the avoidance of doubt, nothing shall excuse the Customer from any payment obligations under this Sales Agreement.
- 19.2 If the Company is prevented, hindered or delayed from or in supplying the Goods and/or the System or Legacy System or Services by Force/Majeure Events the Company may, at its sole option, and without being liable for any loss or damage suffered by the Customer as a result,
- 19.2.1 suspend deliveries or performance while the Force Majeure Event continues;
- 19.2.2 apportion available stocks of Goods between its customers if the Company has insufficient stocks to meet orders; or
- 19.2.3 terminate any Sales Agreement forthwith by giving notice to that effect to the Customer.
- 20 General**
- 20.1 The Company may assign the Sales Agreement or any part of it to any person, firm or Company.
- 20.2 The Customer shall not be entitled to assign the Sales Agreement or any part of it without the prior written consent of the Company.
- 20.3 The Company may sub-contract any of its obligations under this Sales Agreement to a third party.
- 20.4 If the Customer is more than one person each person is both jointly and severally liable to the Company.
- 20.5 Data protection Act 1998. The Company may pass on the information the Customer has given to the Company under this Sales Agreement to any police, fire or other authority and, except for security details, to any credit reference, debt collection or public telecommunications agency.
- 20.6 The formation, existence, construction, performance, validity and all aspects of the Sales Agreement shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.
- 20.7 All drawings, illustrations, literature, technical data sheets and the like which accompany the Company's Specification and any weights and dimensions (all of which the Company reserves the right to alter without notice) are intended to present a general idea of the products described and are approximate only and in no case constitute a Condition.
- 20.8 If the Customer or the Company wants to change the Conditions of this Sales Agreement, it must be done in Writing and signed by the Customer and a Director of the Company.
- 20.9 Any waiver by the Company of any breach of, or any default under, any provision of the Sales Agreement by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Sales Agreement.
- 20.10 If any provision of the Sales Agreement is found by any Court, Tribunal or administrative body of competent jurisdiction to be wholly or partly illegible, invalid, void, voidable or unenforceable or unreasonable it shall to the extent of such legality, invalidity, avoidance, avoidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Sales Agreement and the remainder of such provision shall continue in force and effect.
- 20.11 The Wee Obligation of any Goods or System supplied by the Company to the Customer are automatically transferred to the Customer upon receipt of the Customer's order. The Company reserves the right to charge the Customer for disposal of any of the Customer's waste electrical or electrical equipment.
- 20.12 This Sales Agreement constitutes the whole agreement between the Customer and the Company and supersedes all previous agreements between the Customer and Company relating to its subject matter.
- 20.13 The Company and the Customer acknowledge that:
- 20.13.1 in entering into this Sales Agreement, it has not relied on and shall have no rights or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Sales Agreement;
- 20.13.2 nothing in this clause shall limit or exclude any liability for fraud.

- 20.14.1 Any notice required to be given under this Sales Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice. Any notice shall be deemed to have been duly received:
- 20.14.1.1 if delivered personally when left at the address and for the contact referred to in this clause;
- 20.14.1.2 if pre paid first class post or recorded delivery at 9.00 am during the second day during Normal Working Hours after posting; or
- 20.14.1.3 if delivered by a commercial courier on the date and at the time that the courier's delivery receipt is signed.
- 20.14.2 A notice required to be given under this Sales Agreement shall not be validly given if sent by email
- 20.14.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. **The Customer's attention is specifically drawn to Conditions 14 and 17.**

