

Maintenance and Service of Security Systems- Terms and conditions

1. DEFINITIONS

“THE COMPANY” is Paramount Security Group, Rugeley Operations Centre, Service Area 7, Albion Street, Rugeley, Staffordshire, WS152BY being the organisation with limited responsibility for the design, installation, maintenance and/or monitoring of the installation which is the subject of this Contract, sometimes referred to as “our” or “we” in these Terms and Conditions.

“THE CUSTOMER” is the person or organisation being a signatory to this Contract, sometimes referred to as “you” or “your” in these Terms and Conditions and is usually identified in sections 100-102 of our contract.

“THE PREMISES” are the Premises set out in section 102 of our maintenance/service contract.

“THE INSTALLATION” is the installed system defined in the Specification.

“INSTALLATION STANDARD” is the standard to which the equipment is to be installed and/or maintained, together with any other formal requirements stipulated as a condition of the regulatory body by which the Company is approved.

“CONTRACT” means the Quotation, Specification, Maintenance and Acceptance together with these Terms and Conditions.

“SPECIFICATION” means the design specification which defines the level of protection, surveillance or access afforded by the security Installation. It is an integral part of this Contract.

“QUOTATION” means the proposed price for the equipment, its installation and/or maintenance and monitoring as itemised in this Contract.

“HANDOVER/TAKEOVER DATE” means the date on which service or maintenance will commence from by the installer.

“PREVENTATIVE MAINTENANCE” means the routine inspection of the Installation to verify that it continues to function in accordance with its Specification and to identify and rectify any items found faulty, worn or in need of scheduled replacement normally carried out on an annual or bi-annual basis.

“CORRECTIVE MAINTENANCE” means the investigation and repair of faults reported by the Customer, including false alarms from security systems.

“DESIGN RESPONSIBILITY” means the person or company who designed the original security system, and includes any necessary criteria which the performance of the system must meet. Drawings, layouts and current or proposed security coverage of customer’s premises are the responsibility of the system designer.

“REMOTE SERVICE DESK” means a remote service facility where a technical operator within the employment of Paramount SG can connect to equipment at the customer’s premises for the purposes of remote fault diagnostics or remote programming.

“THIRD PARTY” means anyone other than the company or the customer as defined.

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2. GENERAL

Acceptance of any maintenance or service contract offered by the company to the customer for the maintenance or the routine servicing of a security system is subject to these Terms and Conditions, along with any other requirements defined within the Specification. The customer accepts these terms and conditions upon placing a purchase order to the company. For the purposes of interpretation, where the requirements of the Specification conflict with any clauses of these Terms and Conditions, then the conditions of these terms and conditions; including any system requirements shall take precedence. All other terms and conditions not contained in or implied by the Contract are excluded. Nothing in these Terms and Conditions, stated or implied, shall detract from the Customer's statutory rights.

3. COSTS

i) The quoted costs may be revised if:

a) you want the work carried out more urgently than agreed, or

b) you change the Specification, or

c) your Premises are in some way unsuitable for the equipment and this was not apparent from our original survey or there are circumstances about which we should have been made aware, or

d) there are any other special circumstances we were not aware of when supplying our original quotation.

ii) All telephone line installation, rental and call charges are the responsibility of the Customer.

iii) If you are late in paying us, we may charge you interest at the rate of 4% per year over the base rate of Barclays Bank plc from the due date until the date we receive payment. You agree to take reasonable care and insure the Equipment on our behalf until you have paid for it in full.

iv) If our labour or material costs increase after twelve months, we may give you two months' notice of any increase in our annual maintenance charges.

v) Maintenance and service work is normally carried out during usual working hours of 9.00am to 5.00pm Monday to Friday except statutory holidays. Requests made by the Customer to install outside these hours may incur additional charges. See 3(i) above.

vi) Unless otherwise agreed in writing, the Quotation does not include additional work such as redecoration, carpet laying or building work, although we will take all reasonable care of your premises. Additional charges may be made if our engineers are not provided with access to doors, shutters, windows or any other areas where cables and equipment needs to be maintained, inspected or replaced.

vii) Any equipment forming part of the installation which is not sold to the Customer, such as signalling equipment or firmware, shall remain the property of the Company and will be maintained and/or replaced at the Company's expense unless such failure was attributed to any of the causes given in 7 (i). Any equipment which remains the property of the Company shall be defined in the system Specification in section 116 of our maintenance/service contract. We reserve the right to recover such equipment on termination of the maintenance contract.

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4. COMPANY'S OBLIGATIONS

i) We agree to inspect and report on the condition of any system covered under our scope of work and hand it over in good working order conforming to any applicable standards declared in our pre agreed scope of work. We will always seek your agreement should changes or alterations, including replacing any parts to the system be required during our service or maintenance visit within 14 working days of inspection.

ii) When we issue new certification after a maintenance or service visit this shall last for a maximum period of that stated in the expiry date. Where Certificate of Conformities is issued the certificate shall remain the property of the company until the contract has been paid for in full.

iii) We agree that, if any of the Equipment or our workmanship for newly installed systems is faulty in the first twelve months, it will be repaired or replaced at our expense, including any applicable call-outs, provided you let us know as soon as the fault occurs.

iv) We agree to carry out remote repairs or diagnostics from our remote service desk to the clients equipment where the facility exists and our scope of cover permits. The installation must be fully compatible with our remote service desk and must be no older than 3 (Three) years of age.

5. CUSTOMER'S OBLIGATIONS

i) You agree to give us and our workers full access to your Premises to survey, measure, install, test and service the Equipment. You also agree to provide an adequate electricity supply for the Equipment to operate correctly. If our work is interrupted or delayed because of a problem with access, or the electricity supply is inadequate, we may make an extra charge. We are not liable if completion of a maintenance or service visit is delayed due to the unavailability of signalling transmission facilities or other circumstances beyond our control. By signing the Contract with us, you guarantee that you have full authority to allow the maintenance or service visit to take place and no other consent is needed.

ii) You must not interfere with, or allow anyone else to interfere with, adjust, service or attempt to repair or reset the Equipment at any time.

iii) If the Equipment activates to a Alarm Receiving Centre or Central Monitoring Station, you need to let us know as soon as possible. If the Equipment needs to be reset, we may charge you at our usual rates then in force.

iv) You will need to let us know in advance if any third party intends to carry out work on the telephone lines within your premises, as this may affect the Equipment's effectiveness.

v) The Equipment installed at a service or maintenance visit where it has been authorised by the customer does not belong to you until it has been paid for in full. If you do not pay the balance of the maintenance charge when it is due, we have the right to remove the Parts/Equipment from your Premises without notice. By signing the Contract with us, you irrevocably authorise us to enter your Premises to remove the Equipment if payment remains outstanding.

vi) If you cancel our Contract less than four days before the maintenance visit takes place, we may charge you for any equipment we have bought for your Premises and make a reasonable charge for damages for breach of contract.

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vii) If the Equipment is connected to an Alarm Receiving Centre or Central Monitoring Station, it is your responsibility to make sure that the telephone line is working properly and the account correctly maintained.

viii) You need to notify us of any change in the layout of your Premises, as this may affect the effectiveness of the Equipment to detect movement or intrusion within 7 (seven) days of the change taking place.

ix) You agree to permit the Company's staff and representatives of its regulatory body (only whilst accompanied by the Company's staff) access to the installation for the purposes of maintenance or inspection.

6. MAINTENANCE AND SERVICE

i) In return for payment of the maintenance charge, the Company will maintain the Installation in accordance with the installation standard and respond to your emergency calls for assistance. If your Equipment is installed to BS4737 (or its successor,) our response to emergency calls will be within four hours of your request, or before the Equipment needs to be set, unless mutually agreed otherwise.

ii) If we have to attend the Premises, or repair the Equipment between routine maintenance visits, It is the customers responsibility to notify Paramount SG of any failures which occur. We will make a charge at our usual rates unless the work is covered by Clause 4 (iii).

iii) The annual maintenance charge does not include charges for any replacement parts, including but not limited to; batteries, lamps, cameras, bearings, detectors etc which will be charged in addition to the annual charge and will require written authorisation to replace by the customer. The annual maintenance charge is limited to and includes a one off inspection and report identifying any issues at the time of inspection. Any work required after the annual inspection is not covered under our maintenance contract and would form a separate contract of works.

iv) Where the installation is monitored by an Alarm Receiving Centre for direct response by emergency services (eg police or fire brigade), it shall be a condition of such monitoring that an annual contract for Routine Maintenance exists between the Customer and the Company. Routine maintenance visits shall be undertaken by the Company as defined in the Installation Standard or this Contract.

v) The scope of maintenance and service shall be limited to that which is practically capable of being performed within the Company's remit or scope of work(s).

vi) The company will undertake one annual or bi-annual maintenance visit to the customer's premises. The inspection will be limited to that of equipment identified under schedule 116 of our maintenance and service contract. A written report on the condition of the system will then be forwarded to the customer within 14 working days. It is then the customer's responsibility to act on the report supplied by the company, the company accepts no liability where the customer fails to act; or carry out remedial works including system repairs and changes which have been identified at the time of inspection.

vii) Parts or components of a system which fail after the maintenance visit will remain at the liability of the customer and must be notified to the company in writing.

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7. LIABILITY

The Company does not know, and shall not be deemed to know, the true value of the Customer's property or premises and is not the insurer thereof. The installation, service or maintenance agreements do not constitute a means of insurance to the customer. The customer must make adequate third party arrangements with a suitable insurance provider to maintain such cover. Such cover must apply to both the customer's property and contents. The company accepts no liability to third parties including but not limited to insurers and underwriters where the customer has failed to notify the company in writing of any conditions which may apply to their third party agreements or policies. We do not guarantee to the customer that:

- a) Particular losses or injuries will be prevented by using our security systems or;
- b) That the system will work continuously and without errors in particular when a failure is beyond our reasonable control, for example equipment which may be of old age or prone to the ingress of water due to its design.
- c) If our customer makes incorrect adjustments to any equipment supplied or maintained by Paramount SG, no Liability will be accepted by the company.
- i) The Company shall not be liable for the costs of any work, repairs or replacement of Equipment which results from fire, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.
- ii) The Company has provided limited insurance cover for itself with indemnity for claims made against it in respect of accident, injury, loss or damage. Cover also extends to failure to perform and wrongful advice given unwittingly. Any such claim must be made within 60 days of the loss occurring, claims after that period will not be accepted.
- iii) Although the Installation is designed to detect or deter intrusion and reduce the risk of loss or damage, the Company does not represent or warrant that the installation may not be neutralised, circumvented or otherwise rendered ineffective by unauthorised persons and in such event the Company shall not be liable for any loss or damage suffered by the Customer or other unauthorised persons. The Company accepts no liability for claims falling outside the ambit of the indemnity referred to in Clause 7 (ii) above and the Customer is advised to arrange sufficient insurance cover in respect of claims arising due to injury, loss or damage howsoever caused.
- v) Like all electronic equipment, the system could fail in rare and exceptional circumstances and the Company cannot guarantee that it will be operational at any specific time or for any specific period. The Company will explain what regular tests can be performed to verify that detection equipment is operational between routine maintenance visits carried out by the Company.
- vi) Where the company takes over an existing security system which was installed or maintained by others, we assume the system and any wiring associated to it is in full working order. The Company has no knowledge of such systems and the customer must therefore notify the company in writing of any defects which occur on the system. The company can accept no liability for such systems as we have no knowledge of the customers system or the quality of workmanship including work standards to which it was originally installed.
- v) Where the customer fails to act upon remedial work identified by the company which is of a mandatory requirement; such as but not limited to health and safety legislation, moving machine directives, or any work which may pose a liability to the customer, no liability will be accepted by the company.

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vi) The company accepts no liability where the customer fails to notify in writing prior to contract commencement any conditions or arrangements it has with third parties. These include but are not limited to; Insurers, or Underwriters. This includes any specifications; essential coverage plans, response times, or key performance requirements which must be met by the company on behalf of the customer; as a condition of the third party agreement between the customer and that third party.

vii) The liability to a customer in the event that a defect in the system arises in any occurrence or our negligence directly or indirectly causes the customer to suffer loss will be limited to the value of the damage caused to your premises or its contents up to a maximum of twenty thousand pounds Sterling.

ix) The terms and conditions given in this contract do not affect your rights under the Sale of Goods Act or Unfair Contract Terms Act.

8. TERMINATION

i) Either the Customer or the Company can terminate the Contract by giving not less than two months' written notice except where a fixed term contract applies. If you wish to terminate the Contract with less than two months' notice, the Company reserves the right to charge the next year's costs of any monitoring charges if these have already been paid in advance by the Company on your behalf. Where the customer wishes to terminate a fixed term contract before its expiry period, any remaining duration must be paid for in full and early termination costs shall apply.

ii) The Company may terminate this Contract should the Customer breach any of its conditions or if the Customer is in arrears with any payments due for a period in excess of 30 days. This will not prejudice the Company's right to reclaim the payment outstanding. In such circumstances, seven days notice of cessation of any remote monitoring or remote support will be given by the Company.

iii) In the event that the maintenance contract is terminated, the Company shall be provided with access to recover any equipment and/or firmware which did not belong to the Customer but was rented from the Company.

iv) The Company reserves the right to remove logos, nameplates, motifs or any other Company identity from the Equipment.

9. FORCE MAJEURE

Any failure by the Company to fulfil any of its obligations under the terms of this Contract due to reasons beyond its control shall not be considered a breach of this Contract.

10. APPLICABLE LAW

This Contract is governed by the laws of England and Wales, Scotland or Northern Ireland as the case may be and each party submits to the jurisdiction of the courts thereof.

11. ACCEPTANCE BY CUSTOMER

The customer undertakes and agrees to accept all of the terms and conditions stated within this document IN FULL upon placing a purchase order or instruction to proceed on the company.

12. RIGHT TO AMMEND, UPDATE OR CHANGE

The company reserves the right to amend, update or change the terms and conditions as defined above, with 30 days written notice to the customer.