

TERMS AND CONDITIONS

1. Alarm system means the Company's Equipment in conjunction with the Subscribers Equipment. 'Installation Date' means the date when the installation of the Alarm System has been completed by the Company. For the purpose of payment the installation will be deemed complete by the handing of the control key/fob/code to the Subscriber notwithstanding any work remaining tPeriod' means the period from the Installation Date until this agreement is terminated either hereunder, or by either party giving to the other at least 3 months to be carried out by the Telephone Line Provider, and/or the Subscriber, and/or the Subscriber's sub-contractors. The Company's certificate as to the Installation Date shall be conclusive evidence thereof.

'Contract h's notice in writing expiring either on the third Anniversary of the Installation Date or on any Anniversary thereof.

'Company's Equipment' means the signalling, control and electronic detection units supplied by the Company.

'Subscribers Equipment' means the tube and wiring circuits, battens, contacts, mats and all other detection devices and components other than the Company's Equipment.

'Line Rental Charge' means any charge levied by the Company, or by the Telephone Line Provider on the Company relating to the installation and or operation of the Alarm System.

'Premises' means the premises at which the Alarm System is installed.

2. The Company shall sell and the Subscriber shall buy the 'Subscribers Equipment', and the Company shall let, and the Subscriber shall hire the Company's Equipment for the contract period.
3. (a) The Company shall install the Alarm system described in its specification. The Alarm System will be installed in accordance with the recommendations contained in the British Standard Institution's Specification for Intruder Alarm Systems in buildings current from time to time.

(b) The Installation Charge is agreed on the basis that full and free access to the Premises during normal working hours is provided within 30 days from the date of despatch of this Agreement to the Subscriber. If access is not available within this period, or during these hours, the Company reserves the right to review the Installation Charge, or to make additional labour charges as the case may be.

The Company shall not be liable for any delay in installation howsoever caused.

(c) The Company shall not be liable for the cost of any redecoration, or reinstatement, or for damage to, or the cost of relaying floor coverings, or for the breakage or any other damage arising from the installation, alteration, maintenance or repair of the Alarm System or any part thereof unless it is established the same arose from negligence of the Company, its employees or agents and that the same was reasonably avoidable.

(d) The Subscriber shall obtain and pay for all necessary consents for the installation of the Alarm System and the transmission signals.

4. The ownership of the Company's Equipment shall remain in the Company but forthwith upon payment of the Installation Charge and the first Rental Maintenance Charge the ownership of the Subscribers equipment shall pass to the Subscriber. The Subscribers Equipment shall be at the risk of the Subscriber when it is brought onto the Premises.
5. The Company shall inspect and test the Alarm System in accordance with the current British Standard Institution's Intruder Alarm System recommendations for buildings, and shall issue an inspection certificate to the Subscriber detailing the state of the Alarm System.
6. The Subscriber shall pay to the Company:-
 - i. The Installation Charge and the first rental Maintenance Charge on the Installation Date save that of the aggregate of these charges exceeds £300, one half of the aggregate shall be paid forthwith upon the subscribers signing of this agreement, and one half on the installation date in exchange for the control keys/fobs/codes. Also;
 - ii. Subsequent Rental Maintenance Charges on each Anniversary of the Installation Date;
 - iii. Where applicable any Line Rental Charge with effect from the date the same is due on demand from the Company;
 - iv. Any charge made from time to time by the Police or Local Authority on the Company.
7. (a) At any time after the expiry of one year from the Installation Date, the Company can increase the Rental Maintenance and Monitoring Charge by giving the Subscriber at least one month's written notice, stating the increase and the date from which the increase shall be effective and payable from the subscriber. If the Subscriber informs the Company in writing within one such month period of reasonable objection to such increase, the Company shall have the right to terminate this agreement on

the next Anniversary of the Installation Date occurring after the date of receipt of the notice of objection from the subscriber, or to continue this Agreement on the terms in force before such notice including this condition.

(b) The Line rental Charge may from time to time be increased by the Company without notice in accordance with any increase in the charges made by the Telephone Line Provider for the provision of telephone lines. Such increases in the Line Rental Charge shall be effective and payable by the Subscriber from the date of increase by the Telephone Line Provider. No such increase shall give the Subscriber any right to determine this Agreement.

(c) If at any time any payment due from the Subscriber to the Company is overdue for a period of 21 days or more, the Company shall not be bound to perform any of its obligations hereunder. The Subscriber shall pay any funds due hereunder on the due date or on demand as the case may be.

8. (a) The Alarm System is intended, as set out in the Company's specification, only to reduce the risks of loss and damage to property, and injury to persons in or on the premises to the extent that this is reasonably practicable by use of such equipment. The company gives no undertaking to the Subscriber that the Alarm System may not be compromised or circumvented, or that the Alarm System will prevent any loss by burglar, theft or otherwise. The Company does not guarantee that particular loss, damage or injury can and will be prevented by such use.

(b) The Company is not an insurer of the Premises, the property or the persons therein which the Alarm System is installed to protect. The Company's charges are not related to the value of the Premises, or the property in or on the Premises which the Subscriber alone is able to ascertain. The Subscriber accordingly undertakes to the Company to keep comprehensively insured against all risks such premises and property (and persons in or on the Premises).

(c) The Subscriber therefore agrees and confirms that the Company shall not, whether for negligence, breach of contract or otherwise, be liable for any loss or damage to the Premises or property therein or thereon caused by burglary, breaking and/or entering, theft, robbery, malicious damage, riot or commotion or any unauthorised entry by reason of the failure of the Alarm System to operate at all, or to operate correctly, by any reason of inadequacy in the design, installation or maintenance of the Alarm System, or by reason of any failure to transmit signal between the Premises and the Police however caused.

(d) If, notwithstanding the above, there should arise any liability on the Company whether for negligence, breach of contract or otherwise, such liability shall under no circumstances whatever exceed twice the Rental Maintenance Charge paid by the Subscriber in respect of the first year of the Contract Period (Except in the circumstances defined in the following sub-paragraph). The Company's Installation and Rental Maintenance Charges are determined on the basis of the limit of liability.

(e) If the Subscriber wishes to increase the maximum amount of the Company's limit of liability specified in the preceding paragraph, the Subscriber may as a matter of right, obtain from the Company a higher limit to be agreed with the Company upon payment of such additional amount as the company shall require to obtain appropriate insurance cover for such additional liability for the Contract Period. The Subscriber will, in such cases, disclose such information as the Company's insurer will require.

(f) The Company shall not under any circumstances whatsoever (whether for negligence, breach of contract, or otherwise) be liable for any indirect or consequential loss, damage or injury.

(g) The subscriber undertakes:-

- i. To give written notice forthwith to the Company of any occurrence which might give rise to a claim by the subscriber;
- ii. To give to the Company in writing full details of such occurrence as soon as the same can be reasonably ascertained;
Company and the Company's insurers every facility to investigate such occurrence;
- iv. To submit any claim against the Company arising out of or in connection with such occurrence in writing within 30 days thereof.

Failure of the Subscriber to comply with these undertakings shall absolve the Company from any liability in connection with such occurrence (but without prejudice to any rights of the Company in relation to any breach by the Subscriber of any such undertakings).

9. The Subscriber shall through the Contract Period:-

- i. Afford to the Company, its employees and agents full and free access to the Premises on Weekdays during normal working hours, and at other times if the circumstances so require, to enable the Company to perform its responsibilities hereunder and for the removal of the Company's Equipment upon termination;

- ii. Not sell, charge, mortgage, pledge or otherwise deal with the Company's Equipment or purport to do so, nor part with the possession thereof, or remove or permit the same to be removed from the Premises, nor assign or deal with its rights hereunder;
 - iii. Notify the Company forthwith in writing upon agreeing to dispose of the Premises or any part thereof, and at the same time inform the Company of the name and address of the person to whom such disposal is to be made;
 - iv. Not adjust, reset, repair or alter, or interfere in any way with the Alarm System or any part thereof;
 - v. Use and operate the Alarm System with reasonable care to ensure its proper and efficient operation;
 - vi. Notify the Company by telephone (confirming such notification in writing) of any defect appearing in the Alarm System or of any repairs which appear to be necessary and permit the Company to take such steps as the Company thinks necessary to remedy such defect or make such repair;
 - vii. Forthwith notify the Company by telephone if the Alarm System is activated;
 - viii. Notify the Company by telephone (confirming such by letter) if the Alarm System needs resetting;
 - ix. Pay for the cost of any work required to be carried out to the Alarm System due to damage by fire, storm, tempest, break in, attempted break in, accident, nuisance, mistreatment or neglect of the Alarm System;
 - x. Immediately notify the Company by telephone (confirming such notification by letter) of any proposed structural alteration to the Premises, or any modification in the telephone installation affecting the Alarm System or in the case of space alarms of any alteration to the layout or fittings of the Premises, or of major movement of contents;
 - xi. In the case of Alarm Signals designed to transmit signals to the Company's Central Station, notify the Company in writing of the days and times during which the Premises are normally closed. The Company shall be entitled to assume that any interference with the Alarm System during such notified days and times is unauthorised and may notify the Police accordingly.
10. (a) Where the attendance of the Company's engineer is requested and/or required for any reason whatsoever (apart from normal maintenance inspections) the Company reserves the right to make such charges as it considers reasonable for labour (including travelling time) and materials.
- (b) Any alteration or extension or modification to the Alarm System shall be subject to the terms of this Agreement, and shall be carried out by the Company at the Subscriber's expense. Each such matter is described overleaf as an additional protection item.
11. The Subscriber shall be liable to the Company for all costs, liabilities, loss, damage, charges and expenses suffered by the Company by reason of any breach by the Subscriber of its obligations hereunder, and shall also be liable for any loss or damage to the Company's Equipment whatsoever and howsoever caused, including the circumstances specified in Condition 9 (IX) above.
12. The Company shall be entitled to assign all or any of its rights or obligations hereunder, and perform any of its obligations through sub-contractors. At any time during the Contract Period, the Company may substitute for the Company's Equipment, or any part thereof for the time being installed, other equipment of a similar or greater efficiency, or where necessary to comply with any requirements, recommendations, bye-laws or regulations of the Police, public or local authority, or national regulations or laws for the time being in force, and the terms of this Agreement shall apply to any such substituted equipment.
13. (a) Upon the occurrence of any of the following events this Agreement shall automatically and without notice, determine;-
- i. If the apparatus or equipment used for the transmission of alarm signals is destroyed, or so substantially damaged by fire or other catastrophe that the Company is reasonably unable to continue its services;

- ii. The death of the Subscriber;
- iii. If any process of execution, distress or seizure shall be levied on or due against the Alarm System or any of the Subscribers real or personal property;
- iv. If the Subscriber shall commit an act of bankruptcy or having a receiving order made out/or against him, or enter into any agreement with his creditors; or
- v. If the Subscriber being a company shall pass a resolution for voluntary winding up, or shall have a petition for winding up presented against it, or if a receiver shall be appointed over its assets or undertaking or any part thereof, or if it stops its payment.

(b) The Company may terminate this Agreement forthwith upon giving written notice to the Subscriber at his last known address if any of the following events occur;-

- i. The Subscribers non-observance or non-performance of any of its obligations hereunder; or
- ii. If the Subscriber is in arrears with any payment due hereunder for a period of 21 days or more; or
- iii. If 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 Subscriber by reason of such termination.

(c) The termination of this Agreement howsoever caused shall be without prejudice to any antecedent rights and entitle the Company to forthwith repossess the Company's Equipment and the Subscriber shall permit their repossession or return the same without any requirement for a formal demand. The Subscriber shall forthwith pay to the Company all rental Maintenance Charges and any other sums that accrued due hereunder, and subject to any antecedent rights and the following sub-paragraph, no other sums shall be payable or repayable by either party to the other on such occurrence.

(d) If this Agreement either terminates or is terminated upon the occurrence of any of the events specified in sub-paragraphs (ii) to (v), inclusive of Condition 13 (a) or Sub-paragraphs (i) and (ii) of Condition 13 (b), the Subscriber shall forthwith pay the Company the total of all future Rental Maintenance Charges which would have been payable had this Agreement continued to the earliest date of which the Subscriber could have terminated this Agreement by notice, less an allowance of one third of such sum. This allowance is calculated to cover the maintenance content of such charges, depreciation of the Company's Equipment, and to reflect accelerated receipt; such final sum being payable as liquidated damages.

14. Any time or other indulgence granted by the Company to the Subscriber shall not prejudice the enforcement by the Company of any of its remedies hereunder. Any variation hereunder, any variation hereof shall be in writing and signed by a duly authorised manager of the Company.

Complaints:

Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted Trader we use Obudsman Services Ltd for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact Which? Trusted Traders in the first instance on 0117 981 2929.