

## TERMS AND CONDITIONS

### DEFINITIONS

**When the words listed below appear in this document, they have the following meanings:**

<p><b>Alarm Receiving Centre</b></p> <p><b>CCTV</b></p> <p><b>Emergency Response</b></p> <p><b>Extra Charges</b></p> <p><b>Guarantee</b></p> <p><b>Keyholder</b></p> <p><b>Keyholder Response</b></p> <p><b>Normal Working Hours</b></p> <p><b>Premises</b></p> <p><b>Redcare</b></p>	<p>The place to which signals are transmitted from the system and are monitored.</p> <p>Closed circuit television.</p> <p>The procedures the police, fire or another authority carry out when the Alarm Receiving Centre tells them that a confirmed signal has been received from the system.</p> <p>The extra charges referred to in conditions 8.4 to 8.8.</p> <p>The guarantee explained in condition 5.</p> <p>A person or third party you have chosen to hold keys to your premises and to go to your premises if we tell them that the Alarm Receiving Centre has received a signal from the system.</p> <p>The procedures your keyholders carry out when the Alarm Receiving Centre tells them that a signal has been received from the system.</p> <p>8.30am to 5pm, Monday to Friday, except public holidays.</p> <p>Your home or other buildings, or premises where the system is installed.</p> <p>A service of monitoring telephone lines provided by British Telecommunications Plc. It is designed to detect line faults, line cuts or tampering with telephone lines.</p>	<p><b>Dualcom GPRS</b></p> <p><b>Routine Inspection</b></p> <p><b>Warranty and Maintenance Agreement</b></p> <p><b>SMS</b></p> <p><b>System Design Proposal</b></p> <p><b>Start Date</b></p> <p><b>System</b></p> <p><b>We, our, us</b></p> <p><b>You</b></p>	<p>A dual signalling system provided by CSL/Vodafone plc.</p> <p>The inspections of the system in each 12 month period (6 months for monitored systems) from the start date which we make at the premises or remotely. We will decide on the timing of such inspections.</p> <p>Your chosen warranty and maintenance agreement.</p> <p>Southern Monitoring Service (The Alarm Receiving Centre we use).</p> <p>The document setting out details of the system. This will include any amendments and instructions we issue to you from time to time.</p> <p>For new systems, this is the date we finish installing the system. For systems which have previously been installed at your premises, this is the date we re-commission the system.</p> <p>All equipment which we install at any time including wiring or which was installed before the date of this agreement and anything we install when we carry out repairs.</p> <p>Excel Alarms Limited.</p> <p>You the customer with whom we make this agreement.</p>
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#### 1 What we do

- 1.1 For new systems, Excel will sell and install a system which meets the System Design Proposal agreed by you and provide *monitoring*, maintenance and service on these terms and conditions.
- 1.2 For systems that have previously been installed at your premises:
  - (a) unless you tell us otherwise, we assume that the system, and the wiring and cabling associated with it, already comply with the relevant standards and are in full working order.
  - (b) if you wish us to carry out an initial test of the system, we will give you a separate quotation detailing our charges and the work needed to repair, reinstate or reconnect any parts of the system which are not in full working order.
  - (c) if an initial test is not carried out: we cannot confirm that all parts of the system are in full working order; and we reserve the right to carry out a full test of the system at any time and to give you a quotation as referred to in condition 1.2 (b) above.
  - (d) we are only required to inspect part of a fire system during each routine inspection: as a result, all parts of a fire system will not be inspected until 12 months have elapsed from the start date.
  - (e) we will not be able to confirm that cables and wiring which have been installed within the fabric of the premises, or buried underground, conform to the relevant standards.
- 1.3 We will carry out the Routine Inspections to the system during normal working hours.
- 1.4 We will repair the system during normal working hours when you ask us to do so. We will not charge you for the repair if it is covered by our guarantee in condition 5 or if it is covered by the warranty and maintenance agreement you have chosen. You must pay for all other work and visits – see conditions 8 and 9.

- 1.5 If you ask us to do so, we will visit your premises outside normal working hours. There will be an extra charge for this, unless this is covered by the warranty and maintenance agreement you have chosen.
- 1.6 *(For monitored systems) After the start date, there may be a delay while:*
  - (a) *the telecommunication links between the premises and the Alarm receiving centre are set up and activated; and*
  - (b) *the registration period set by the police or another authority is completed to their satisfaction. During this period, SMS's ability to respond to signals they receive from the system at the Alarm Receiving Centre will be limited.*
- 1.7 *After the period referred to in condition 1.6, SMS will monitor the signals received from the system at the Alarm Receiving Centre.*
- 1.8 *If you do not have and keep the approval of the police, fire service or other authorities under condition 2.1, we will only provide that part of the services which does not need this approval.*

#### 2 What you must do

- 2.1 You may need the approval or permission from the police, fire service or another authority to allow us to provide any monitoring service. You must also:
  - (a) make any necessary agreement with these authorities;
  - (b) provide any information they need;
  - (c) pay for relevant approval or permission;
  - (d) meet the requirements of any of these authorities at all times to maintain their approval;
  - (e) tell them if any information you have given them changes; and
  - (f) if any approval is amended or ends, you must write to us as soon as you find out.

## 2.2 You must also do the following

- (a) Give us access to your premises so that we may provide the services for the system and to allow us to remove our equipment after this agreement has ended. You shall move any materials, ceiling tiles and other objects obstructing access to the system or any part of it.
- (b) Use your best efforts to make sure that your premises and any equipment you provide are safe and without risk for our employees and agents to do what we must do under this agreement. When you place your order, you must also tell us the location of any concealed pipes and wires which may affect the system and the services and about any known risks and any hazardous materials at your premises.
- (c) Provide and maintain a dedicated 240 volt AC unswitched power supply to each part of the system and sound electrical earthing connection where it is required for us to carry out the services. The power supply must be installed by an approved electrician to the relevant regulations and must be safe.
- (d) Provide information about you, your premises, *your keyholders* and any other relevant information so we can provide the services. You must write to us to tell us of any changes to this information.
- (e) *Notify your keyholders that we will contact them and may need to write to them.*
- (f) Operate the system according to the requirements of the System Design Proposal and any instructions and user's handbook we issue to you from time to time.
- (g) Be responsible for and compensate us against all liabilities, claims, losses or expenses we suffer if caused:
  - because you or others have damaged or not used the system according to the specification or operating instructions;
  - as a result of the connection of the system to any equipment or device not supplied by

us; or

as a result of the events referred to in condition 6.6(c). Paragraph (g) above does not affect our liability under condition 6.

- (h) Tell us at once:
  - of any defect or fault in the system;
  - if anyone tampers with the system;
  - if any part of the system is damaged or stolen; or
  - if the system has been subjected to any unusual operating or environmental conditions.
- (i) Provide a telephone line, for monitored systems, in your premises and pay your telephone, electricity and other utility bills which the system requires so that the services are not affected.
- (j) Keep a log, giving details of every activation or event affecting the system, including false alarms.
- (k) Notify us in writing if you wish to keep any parts of the system which we replace, otherwise we will immediately dispose of all replaced parts.
- (l) Keep any CCTV lenses and monitor screens clean and free from dust and grime to enable them to work satisfactorily.

## 3 What you must not do

- 3.1 You must not move or interfere with or attempt to repair the system or allow others to do so.
- 3.2 You must not transfer or assign any of your rights or obligations under this agreement.

## 4 The purpose of the system

- 4.1 The system is designed to reduce the risks of loss or damage to your premises so far as this can be done by the use of this type of equipment. However we do not guarantee that the system cannot be removed, tampered with or made to stop working by you or by any unauthorised person. If this happens, we are not responsible for any losses you may suffer directly or indirectly.
- 4.2 We do not guarantee to you that:
  - (a) particular losses or injuries will be prevented by using the system; or
  - (b) that the system will work continuously and without errors, in particular where interruptions or errors are due to something beyond our reasonable control.

- 4.3 Our products are designed and manufactured to high standards. However, even our products, like all mechanical and electronic devices, can develop faults.

- 4.4 We do not know the value of your premises or its contents and the purpose of this agreement is not to act as insurer of your premises or your contents.

## 5 Guarantee

- 5.1 We guarantee that we will repair faults in the system free of charge within 12 months from the start date, and for the duration of the agreement if the warranty and maintenance cover you have chosen says so. This guarantee does not apply to the matters stated in conditions 5.2 and 5.3.
- 5.2 The guarantee in condition 5.1 does not apply to equipment previously installed at your premises unless it is stated in your agreement that it is covered.
- 5.3 The guarantee does not apply to faults caused by the following:
  - (a) Incorrect adjustment or positioning by you or others of any part of the system.
  - (b) Consumable items of all kinds failing. Consumables are items with a finite life such as lamps.
  - (c) Work carried out by police, fire or other authorities, or by any telecommunications agency or other party.
  - (d) The circumstances referred to in conditions 8.5 to 8.8.

## 6 Our liability to you

- 6.1 We will try our best to install the system within a reasonable time and we accept no responsibility for delays in installation which are outside our control.
- 6.2 During the period referred to in condition 1.6, we are not responsible for any part of the services which we are not then able to provide.
- 6.3 We accept that we must make sure that the system is of satisfactory quality, that it is suitable for the purpose in condition 4 and that the system will meet the description provided before it was installed. We confirm that we are entitled to sell the system to you.
- 6.4 As well as the responsibility which we accept in condition 6.3, we accept responsibility for death or personal injury caused by our failure to take reasonable care or to use reasonable skill and we accept responsibility for liability for any fraud perpetrated by us.
- 6.5 Apart from those responsibilities accepted by us under condition 6.3 and for death and personal injury under condition 6.4, in all other situations we do not accept responsibility for any indirect loss which depends on us having special knowledge of your affairs which we would not normally know, even if the loss is due to our fault.
- 6.6 We are not responsible for the following:
  - (a) Losses in relation to systems installed at your premises prior to the date of this agreement arising:
    - before the completion of our first routine inspection visit to the premises; or
    - during the first 12 months from the start date as a result of that part of a fire system which has not yet been inspected – see condition 1.2(d).
  - (b) Loss due to the acts or neglect of any other person including you, *the provider of the telephone line, Redcare or other type of communication technology*, a police, fire or other authority or individual. None of these is our agent for any purpose.
  - (c) Delays, interruptions or suspensions in providing the services, which are due to any other person (including you), thing or event which we could not reasonably be expected to prevent.
  - (d) Loss due to the fact that equipment or cabling not supplied by us is connected to or installed near to the system.
  - (e) Losses resulting from:
    - (i) *the police, fire or other authority failing to act in accordance with Emergency Response;*
    - (ii) *a signal transmitted to the Alarm Receiving Centre not being received for reasons beyond our control;*
    - (iii) the failure of any cables or wiring installed within the fabric of the premises or buried underground prior to the start date;
    - (iv) the activation of a circuit breaker which affects the power supply to any part of the system; or
    - (v) any other cause beyond our reasonable control and not caused by our lack of reasonable care.
  - (f) Losses due to you failing to follow our recommendations in condition 7, or given at any time for additions, repairs or any work required to the system.
  - (g) Losses outside the purpose of the system in condition 4.
  - (h) Damage unavoidably caused to decorations, fittings and the like at the premises as a result of the installation of the system or our providing the services.

6.7 Our responsibility stops if the agreement is brought to an end or the services are suspended under condition 10. We are not responsible if we choose to leave our equipment at your premises after this agreement has ended.

#### 7 Our recommendations to you

7.1 Because of the purpose of the system in condition 4, the limits of the guarantee in condition 5, and the limits of our responsibility to you in condition 6, we strongly recommend that you should take out separate insurance to cover your premises and the persons at and the contents of your premises.

7.2 We recommend that you only use one telephone line for the system and that you use an enhanced signalling system which is designed to detect line faults, line cuts or tampering with a telephone line.

7.3 We recommend that you insure the system from the time it is delivered to your premises

#### 8 What it will cost you

8.1 You are responsible for the charges associated with this agreement. The charges exclude VAT. If the rate of VAT changes during this agreement, you will be responsible to pay VAT at the new rate.

8.2 (a) After the first year from the start date and in the years following, we can increase the service charge to cover an increase in the cost of providing the services. We will tell you in writing of the increased amount which will take effect from the anniversary of the start date.

(b) If you do not agree with the increase, you have one month from the date of receiving our request for payment to end the agreement by giving 3 months' notice in writing to us. Until the end of that notice period, you will still have to pay the service charge without the increase and we will continue to provide the services.

8.3 The telecommunication charge may be changed to cover any increased cost to us of providing or changing the telecommunications services relating to the monitoring of the system. The telecommunication charge may also be changed to cover any increased cost imposed by the police, fire or other authority or by a telecommunications agency or any other organisation.

8.4 You are also responsible for the following extra charges:

(a) Installation and rental charges for connection facilities between the system and the Alarm Receiving Centre.

(b) Taxes, fees, charges or false alarm assessments set by the police, fire or other authority due to the installation or operation of the system. This does not apply if a false alarm assessment arises from faults which are covered by our guarantee in condition 5.

(c) Any extra charges or charges for work done by police, fire or other authorities, or by any telecommunications agency or other party.

8.5 You must also pay us extra charges at our rates for labour and materials current at the time where the following apply:

(a) Faults are caused by you or any other person, thing or event which we could not reasonably be expected to prevent.

(b) The specification or warranty and maintenance agreement says that there will be a charge.

(c) You have asked us to visit your premises outside normal working hours, unless this is covered by the warranty and maintenance agreement you have chosen.

(d) You ask us to change the system or we need to change it because of changes in your premises.

(e) You break one of the conditions of this agreement.

(f) You ask for help from us under the guarantee in condition 5 but the guarantee does not apply.

(g) Any replacements, repairs or modifications to the system are needed but are not covered by the guarantee or by the warranty and maintenance agreement, or are needed as a result of a change in a relevant standard or regulation governing the system.

(h) You ask us not to carry out tests on any part of the system which involves us in additional work.

(i) The external wiring on the outside of the premises, or any wiring installed within the fabric of the premises or buried underground prior to the start date, need inspecting, repairing or replacing.

(j) The system needs inspecting, resetting, reprogramming, repairing or replacing in circumstances where:

(b) we cannot arrange or keep the telecommunications facilities needed to

-you, your keyholder or someone else failed to follow operating instructions, has not locked, closed or secured a window, door or other protected point, has not used or adjusted the CCTV, other components properly or has interfered with the system;

-you, or equipment or devices which we have not supplied have caused a false alarm or a failure of the system;

-your actions or failures, or those of anyone else other than us mean we need to inspect or make repairs or replace any part of the system; rodents, other animals or insects cause damage to or activation of the system;

-there is a problem on the telephone line or connection;

-there have been fluctuations or failure in the mains electricity supply or where there has been a corruption or failure of the transmission network;

-the activation of a circuit breaker affects the power supply to any part of the system; adverse weather conditions cause damage to or activation of the system, or a full insulation or continuity test of wiring is required.

8.6 Unless we agree to do so, the charges do not include any work involving carpet laying, concealing cables, redecorating, replastering, building or carpentry work.

8.7 There will be an additional charge if you do not provide full access to the areas where our engineers carry out the services as a result of which we incur extra time or expense

8.8 Whilst we make every reasonable effort to work with you or others, any interruptions or delays caused by you or others may result in additional charges.

8.9 If this agreement is brought to an end under conditions 8.2b or 10, the following will apply:

(a) You will owe us the charges and any other money due to us but not paid at the end of the agreement;

(b) You will owe any further telecommunication charges charged to us in relation to the system and/or the monitoring of it where we are unable to obtain a refund.

(c) If you have already paid us more than the amounts due under (a) and (b), we will refund any overpayment;

(d) We may also take further action against you if you have broken this agreement.

8.10 Where the installation of the system continues for more than one month, we reserve 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 premises.

#### 9 Payment

9.1 You must pay the charges associated with this agreement within 7 days of completion of the work by cheque or cash.

9.2 You must pay the monitoring, maintenance and service charges annually in advance by cheque or cash.

9.3 You must pay the Extra Charges within 14 days of the date of our invoice or our request for payment.

9.4 You must pay all other amounts within 30 days of the date of our invoice or our request for payment.

9.5 We expect you to pay promptly. If payment is overdue, we will charge you interest, from the date of our invoice or when we ask for payment until the date you pay, at 4% over the base rate for the time being of Barclays Bank plc.

9.6 Even if the system has been delivered to your premises and installed there, the system remains our property until the initial charges for the sale and installation of it have been fully paid. Until then:

(a) you must take good care of the system for us; and

(b) we may apply to court to repossess the system.

9.7 We do not accept post-dated cheques.

#### 10 Ending or suspending the agreement

10.1 We may end this agreement by giving to the other party at least 3 months' notice in writing.

10.2 You may end this agreement at any time by giving us at least 3 months' notice in writing, the notice must not expire before the third anniversary of the start date.

#### At any time

10.3 You or we may end this agreement immediately if:

(a) the Alarm Receiving Centre or the system are destroyed or so badly damaged that we cannot reasonably continue to provide the services;

*transmit the signals between your premises, the Alarm Receiving Centre and any police, fire or other authority.*

- 10.4 We may either end this agreement or suspend the agreement for a period we consider appropriate if any of the following apply:
- (a) You fail to make payment under condition 9.
  - (b) You commit a serious breach of this agreement, or one which has serious consequences.
  - (c) You commit any breach of this agreement which can be corrected by you, and you do not put matters right within 30 days of our telling you that you have broken the agreement and must put it right.
  - (d) If you die, become bankrupt, enter into any kind of arrangement or settlement with your creditors or if a receiving order or administration order is made against you.
  - (e) If any legal proceedings are taken against the system or your premises or any part of the premises.
  - (f) If you fail to follow any recommendation we make for repairing or replacing faulty or old parts of the system, or for repairs to your premises which we consider necessary for the system to work properly, or to prevent unnecessary damage to the system.
  - (g) If you do not follow the operating instructions or if, for any other reason which is or should be within your control, there are an excessive number of false alarms.
  - (h) If you change your premises in such a way that we believe it is no longer practical for us to carry on providing our services.
  - (i) If the police, fire or other authority take away their approval, or will only give their approval depending on conditions, which we believe make it no longer practical to carry on providing our services.
- 10.5 If we give you written notice of suspension, this suspends what we have to do under this agreement (see condition 1) and we have no responsibility until the suspension is lifted or the agreement ends. We will tell you in writing if we lift the suspension.
- 10.6 If the agreement ends, we will stop providing our services. We may remove our equipment from your premises.

*We may also disconnect the system to prevent signals being transmitted to the Alarm Receiving Centre.*

#### **11 General**

- 11.1 We may hand over all our responsibilities under this agreement to another company or transfer any rights under it. We may also employ others to carry out our tasks. This will not reduce your rights under this agreement.
- 11.2 If you have made this agreement together with someone else, you are liable both jointly and individually to us.
- 11.3 Data Protection Act 1998. We may pass on the information you have given to us under this agreement to any police, fire or other authority and, except for security details, to any reference, debt collection or public telecommunications agency.
- 11.4 This agreement is governed by the laws of England and Wales.
- 11.5 We intend that all conditions of this agreement are in this document and the system design proposal.
- 11.6 *For signalling systems which use a telephone line to dial out to our ARC an 0844 type number is used. Please contact your telecommunications provider for up to date charges for this type of number.*
- 11.7 All drawings, illustrations, literature, technical data sheets and the like which accompany our system design proposal and any weights and dimensions (all of which we reserve 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.
- 11.8 If you or we want to change the conditions of this agreement, it must be done in writing and signed by you and by one of our directors.
- 11.9 If we do not insist on the strict conditions of this agreement, we may still enforce all the conditions against you on other occasions. If you break a condition and we do not take any action against you, it does not mean that we will not take action against you if you break it again or continue with the same breach without putting it right, or if you break any other conditions.
- 11.10 If a court finds that part of this agreement is not enforceable but can be kept separately from the rest of the agreement, this will not affect the remainder of the agreement.

