

CONDITIONS

These conditions apply to the account detailed overleaf (Maintenance, Key Holding, Rental and installation of the system/equipment)

A. TERMS AND CONDITIONS

All contracts for the supply and installation of the Company's Intruder Alarm Systems (IAS) and Services are made on these terms and conditions. No servant or agent of the company has any authority to add to or vary these terms and conditions, unless such additions or variations are in writing and signed by a Director or Secretary on behalf of the company.

B. PERIOD

This agreement shall continue for the minimum period specified overleaf and thereafter from year to year until determined in accordance with clause K (1)

C. INSTALLATION

- 1) The installation and commissioning of the security system will be in accordance with PD6662 that is the implementation of the European Norm EN-50131, NPCC Policy on Intruder alarm systems, the company's codes of practice and where applicable DD243 (as currently in force). The subscriber shall obtain and pay for all necessary wayleaves, permits or approvals required by statute or by law for the installation. The subscriber shall pay for the cost of any repair to, reinstating and/or redecorating the premises after the installation.
- 2) The system shall be deemed to be complete and the sums payable on completion of the installation shall become payable on the date on which the control keys/code are handed over (hereinafter called the "completion date") not withstanding that any signalling equipment may not then have been connected.
- 3) The company will at the request of the subscriber extend or modify the installation at the expense of the subscriber and shall make an appropriate increase in the annual maintenance charge proportional to the extension or modification of the system.
- 4) The subscribers when requested shall at their own cost provide a supply of electricity suitably switched at any number of points indicated by the company.

D. PROPERTY

The installation shall become the property of the subscriber at such time as payment is received in full by the company with the exception of dedicated communication equipment that shall remain the property of the company at all times.

E. RISK

The installation and all the equipment installed or awaiting installation, or rented equipment to the subscriber by the company, and all other property of the company at the premises shall be at the sole risk of the subscriber. The subscriber shall indemnify the company against any loss or damage to the equipment and such other property howsoever and when so ever caused.

F. MAINTENANCE

- 1) Maintenance procedures and records will be to the relevant standard/s currently in force BS4737, PD6662 that is the implementation of the European Norm EN-50131, NPCC Policy on Intruder alarm systems, DD243 and the company's codes of practice.
- 2) If in the opinion of the company any repairs or replacements to the system are necessary by reason of any cause for which the subscriber is responsible, the company shall be entitled to make a charge for such repairs at the company's current pricing structure at the time regardless of the type of maintenance agreement.
- 3) Where a Total Care Maintenance contract is in force (indicated overleaf) the company will repair and maintain the equipment/system and will periodically inspect, test and adjust the installation and renew any equipment (excluding batteries) exhausted by normal use or breakdown. Parts and labour included.
- 4) Where a Standard Maintenance contract is in force (indicated overleaf) the company will repair and maintain the equipment/system and will periodically inspect, test and adjust the installation and renew any equipment or batteries exhausted by normal use or breakdown. The company shall be entitled to make a charge for such repairs or replacements, at the company's current pricing structure at the time.
- 5) The subscriber shall pay for any cost or repair to, reinstating and/or redecorating the premises, made necessary by the repair and maintenance of the equipment and inspection, testing or adjustment of the installation.
- 6) The company shall during the subsistence of this contract operate an emergency service.
- 7) The provisions of sub clause (1), (3) or (4) and (6) hereof shall not apply if so long as the subscriber is in breach of any term of this agreement whatsoever.

G. ACCESS

The subscriber shall permit the company's servants or agents access to the premises at all the reasonable times for the purpose of inspecting, repairing and maintaining the equipment and installation. Normal office hours 09:00 -16:30hrs Monday to Friday.

H. PAYMENT

- 1) The installation charge shall be payable on completion of the system, or by monthly instalment during the installation according to the volume of work completed and/or materials delivered to the premises.
- 2) The equipment/system shall remain at all times the property of the company until at such time that the appropriate invoice is paid in full.
- 3) Annual Maintenance/Rental shall be paid in advance and on the anniversary of the contract thereafter.
- 4) The subscriber shall not be entitled to any rebate during any period in which the system is not operating to the satisfaction of the subscriber whether by reason of damage to or destruction of the system or any part thereof, or any cause whatsoever.
- 5) In the event of increases in the cost of labour, material, travelling or overhead expenses in carrying out the company's obligations under this agreement the company shall be entitled to make a proportional increase in the annual maintenance charge due under this agreement.
- 6) The customer shall pay for the cost of any electricity required for operating the system.

I. TRANSFER AND CHANGE OF NAME

- 1) This agreement may be assigned or sold by the company but shall not be assigned or sold by the subscriber. The company may perform its obligations hereunder through agents.
- 2) The subscriber will give 30 days notice in writing by registered post of any proposed change in address of the premises or in the subscribers business or trading name.

J. LIABILITY

- 1) The company gives no warranty as to the condition, merchantability or fitness for any purpose of the installation or the equipment. All implied conditions and warranties are hereby excluded.
- 2) Neither the company or its servants or agents shall be liable for, any loss or damage arising or resulting
 - a) from any defect in or failure to operate of the equipment howsoever caused;
 - b) from any delay in carrying out its obligations under this agreement, howsoever caused;
 - c) from any act, neglect or default whether wilful, negligent/otherwise of the company, its servants or agents in the manufacture, installation, inspection, maintenance, repair, extension or modification, transfer or removal of the installation of the equipment or otherwise howsoever.

K. TERMINATION

- 1) The subscriber may terminate Maintenance and / or Monitoring agreement/s by giving 3 months notice in writing by recorded delivery/fax or email prior to the expiry of the minimum 12 month period specified in the contract & renewal date indicated on each annual invoice. Written confirmation from BEST of Termination will be sent within 7 days of receipt. Maintenance and / or Monitoring contracts shall continue from year to year until determined in accordance with this clause.
- 2) The company may terminate this agreement at any time now withstanding clause B.
- 3) The company may terminate this agreement if the subscriber is in arrears in any way with the company or makes default in payment of any sum hereunder or commits any other breach of this agreement or if the subscriber becomes insolvent or has a receiver appointed of its undertaking or assets or any part thereof or makes any agreement with or for the benefit of its creditors or (being a body corporate) goes into liquidation otherwise that for the purpose of reconstruction or amalgamation.
- 4) The provisions of this clause shall be without prejudice to the company's right to recover any sum due under this agreement or to any other claim, which the company may have under this agreement.
- 5) This agreement is binding on the parties hereto after 7 days have elapsed since the contract was signed and dated.
- 6) If the subscriber cancels the agreement within the said 7 days any monies the subscriber has already paid will not be refunded and the subscriber shall have no further claim against the company.

L. KEYHOLDING

- 1) The company shall provide a key holding service and will act according to the customers written instructions.
- 2) The keys are deposited, and are transported to and from the customer premises at the customer's risk. With no liability to the company whatsoever.

M. INFORMATION

The subscriber shall treat all information obtained under this agreement as confidential and shall not disclose details of the system and how it works, except for the purpose of effecting insurance, without the prior written consent of the company.

N. NOTICES

Any notice to be given hereunder by either party to the other may be served by sending the same prepaid post addressed to the other party. In the case of the company, as its registered office, or in the case of the subscriber, at the subscribers premises protected under this agreement. Any notice so sent shall be deemed to be served on the date of the posting and in proving such service it shall be sufficient to show that the letter containing the same was properly addressed and posted.

O. NOTES

The control of noise order demands that subscribers complete and despatch the notification of nominated key holders to the environmental health & local police force.