

TERMS AND CONDITIONS FOR INSTALLATION

1. This Agreement is for the provision of Installation, Routine Inspection, Servicing, Maintenance and Repair of security and/or safety equipment by Grays Locksmiths Ltd (hereinafter referred to as 'The Company', 'We', 'Us' or 'Our').
2. This Agreement supersedes and terminates any antecedent agreement relating to the System without prejudice to any liabilities or obligations, of either party to the other, outstanding upon such termination.
3. Acceptance of this agreement is indicated by a signature or other means such as providing a letter of intent or Purchase Order for the work to be carried out.
4. By accepting this Agreement the Customer:
 - 4.1. Accepts these Terms and Conditions in their entirety without reservation.
 - 4.2. Agrees to make payment of 25% of the Installation Charge in addition to any direct costs incurred by Grays Locksmiths Ltd (hereinafter referred to as the 'Company'), regardless of the work being actually undertaken or the agreement being terminated before work is completed.
 - 4.3. Agrees to make payment of invoices raised during the installation for work completed up to that time or for equipment delivered to site or equipment as detailed in clause 6.
 - 4.4. Agrees to pay the balance and all other charges due in full or sign completion documentation for leasing agreements prior to the system or part thereof being handed over.
5. The Customer assumes all risks in respect of the system and signalling equipment and all component parts upon delivery to the customer's premises and shall insure to the full value thereof against all normal risks.
6. Title of all goods sold to the customer shall remain with the Company until payment for all charges has been received in full. In the event of termination of the Agreement prior to such payment, the Company may repossess and/or charge for the all work including the Installation of the System or Signalling Equipment or any part thereof.
7. Where premature supply of equipment is unavoidable but cannot be delivered to site, the Company reserves the right to bond the equipment &

invoice the customer accordingly. A Vesting Certificate will be issued on receipt of settlement to acknowledge products are held in bond on behalf of the customer.

8. The Customer has an obligation to inform the Company of any hazardous materials, working conditions, operations or processes on site with particular attention to the Health and Safety Act 1974, Construction Regulations 1994 and Control of Asbestos Work Regulations 1994. The Company reserves the right to withdraw employees from site if any significant hazard becomes apparent, and to make additional charges for interruption to programmed work.

9. All prices quoted are valid for a period of thirty days from the date of the agreement and are based upon the layout of the premises as seen at the time of the survey, the equipment as detailed in the Equipment Schedule and the content of the enclosed Proposal. Variations may alter the price quoted.

10. The Customer shall notify the Company a minimum of 14 days prior to any proposed structural alterations to the premises or signalling lines and the Company reserves the right to alter or amend the System should this become necessary, at the Customer's expense.

11. It is the Customer's responsibility to ensure that any structural alterations, placement of stock, fixings or furniture do not detract from the field of detection of any device or view of any camera for which purpose it was originally intended, nor to provide a path for any undetected illegal entry where protection was formerly provided.

12. The installation charge is based upon the technicians of the Company being afforded continuous and uninterrupted access to the premises between the hours of 8:30 a.m. and 5:30 p.m. Monday to Friday for both installation and ongoing maintenance of the System and any Signalling Equipment. Any hindrance or requirements to work during weekends or public holidays will incur additional charges at the Company's current rates.

13. The Company will install the System and/or Signalling Equipment to relevant current British Standards or Codes of Practice, and issue a Certificate of Compliance where applicable within a reasonable period of time after acceptance by the Customer or as otherwise agreed by the Company in writing, provided always that time shall not be of the essence.

14. Equipment and facilities that the Customer has agreed to provide as part of the proposed installation must be available at the time of installation. The Company reserves the right to withdraw employees from site if these are not available at the agreed time and to make additional charges for interruption to programmed work. These will include as a minimum unless otherwise agreed in writing:

- AC supply terminating at the main control panel, each CCTV or Access Control point and camera, via an unswitched spur outlet, on the same electrical phase as all other associated equipment with the system.
- A telephone line where applicable terminated within 2 metres of the location of main control equipment.
- Ducting and trenching with draw wires or chases if applicable.
- Sufficient lighting levels as required for the operation of camera equipment details of which **must be requested by the Customer** if there is any uncertainty.

15. The Customer agrees to pay directly to the network provider for all arrangements as may be necessary in connection with the System or Signalling Equipment and accepts responsibility for the cost of any re-decoration made necessary by the installation or alterations to the System or Signalling Equipment.

16. The Customer agrees to provide, or bear the cost of hiring specialist ladders, scaffolding or access equipment that may be necessary for installation and subsequent servicing.

17. The Company cannot accept liability for any environmental conditions interfering with, or preventing the operation of any wire less, infra red or radio based equipment connected to the System. Should the operation of any equipment prove unsuitable, the company reserves the right to remove the equipment and offer a refund to the value of the equipment and/or at the company's discretion: offer alternatives; fit filters and additional equipment where applicable at the Company's standard rates as applicable at the time of alteration.

18. The Company's policy is one of constant improvement and the Company reserves the right to alter the specification of any component part or parts and to replace it, at the company's discretion with a suitable piece of alternative equipment capable of the same degree of protection.

19. It is estimated but not guaranteed that the proposed sounders for the fire alarm system will provide adequate audibility throughout the protected area. Should audibility tests identify areas that require additional sounders in the continuance of the agreement, the Customer will be liable for any additional cost.

20. The 'Agreement Period' will be a continuous period of two years from the date the system is handed over to the Customer (or longer as specifically stated by the Company **prior** to the Agreement being signed). Otherwise, the Agreement Period' will be run concurrently with any existing agreement that is already in force.

21. During the Agreement Period the Company undertakes **not** to increase the Maintenance charges.

22. The Customer agrees to pay all maintenance and monitoring charges monthly, quarterly, six monthly or annually in advance during the Agreement Period on or around the 5th day of the month by Direct Debit or by other means subject to the discretion of the Company

23. If the Agreement is terminated before its full term has expired, the Customer agrees to pay a sum equivalent to the total unpaid maintenance and monitoring charges due during of the remaining term of the Agreement Period immediately at the time of termination.

24. Upon expiry of the Agreement Period and on each anniversary thereafter, the Agreement Period may be extended for twelve months at a time although the Company always reserves the right to review the Terms and Conditions and the Maintenance and Monitoring charges prior to each extension to the Agreement Period

25. Unless otherwise stated, equipment fitted as new will have a warranty of 12 months from its installation date.

26. After the first year of the Agreement Period, for a fee calculated on the purchase price on selected items of equipment and always at the discretion of the Company, the Customer may have the option to extend this warranty on an annual basis to provide a 'Totalcare' service or revert to a 'Service Care' contract from then on.

27. At the Company's discretion, during the Agreement Period the Company undertakes to inspect and test the system either remotely or by site visit, to current British or European Standards. By signing this Agreement the Customer authorises access to the programming of the equipment by an authorised representative of the Company at any time other than when the building is secured as indicated by the intruder alarm system being fully or partially set..

28. The Customer must not permit any person other than an authorised representative of the Company to test, repair, adjust or alter any part of the System or Signalling Equipment but agrees to report to the Company any defects or indications of failure of the System, Transmission Path or Signalling equipment as soon as reasonably practicable

29. For Intruder & Fire Alarm Systems covered by this agreement, an emergency service is available 24-hours-a-day under normal circumstances. For all other systems attendance is available under normal circumstances between the hours of 8:30 a.m. and 5:30 p.m. Monday to Friday excluding public holidays within 48 hours subject to availability of resources.

30. The Company will effect any repairs or replacements necessitated by inherent defect or by 'fair wear and tear' without charge in the first year only with the exception of lamps, bulbs, fluorescent tubes, access control cards, video and audio recording heads and cassettes and consumable items which will be chargeable to the Customer at all times during the continuance of the contract. The Company will effect repairs or

replacements **without charge** after the first year for customers with equipment eligible for and paid for **Totalcare Service** as detailed in Clause 25.

31. Eligibility for Totalcare Service is at the discretion of the Company. For Customers on a Service Care contract with equipment not eligible for or have not paid for an extension to the equipment warranty, the Company will effect such repairs or replacements with charges at the Company's standard rates as applicable at the time of the repair.

32. The cost of materials and labour incurred for work carried out to repair accidental or malicious damage to the system or to re-set the System after mis-operation by the Customer or his servants / agents or as a result of a malicious act are not included in any type of Service Agreement and are chargeable to the Customer.

33. The Customer agrees to pay the cost of any attendance required due to error by the Customer or third party or in the event of a reported fault not being evident or abortive attendance or failure in services supplied by any third party or any other circumstances which are outside the control of the Company. This will include fire, storm, flooding, other adverse weather conditions, industrial action by members of other companies, repair of damage by rodent or animal activity, or resetting the system when activated by animals or insect infestation.

34. Temporary loan equipment may be supplied if available, at the discretion of the Company and at the expense of the Customer. The customer agrees to be liable for all costs should the equipment not be maintained to the original condition supplied and to insure the equipment to the full value thereof against all normal risks

35. The Customer accepts overall responsibility for the integrity of the System or Signalling Equipment insofar as the Company cannot reasonably be accountable for the integrity of the Customer's Servants or Agents or the distribution of keys and/or passcodes. The Customer will indemnify the Company who will not accept any liability for any loss, damage or injury following a breach in the Customer's own security protocol.

36. The Customer agrees to pay all charges levied against the Customer by Police, Fire Brigade or other services that may occur in connection with the use or activation of the System or Signalling Equipment.

37. In the event of Police or Fire Authority withdrawing attendance, for whatever reason, the Company shall not be liable for the cost of any financial arrangements the Customer may make, for persons acting as Agents for the Customer, attending or operating the system, or for the cost of any guarding the Customer may deem necessary or the cost of alterations and / or additions to the Alarm System required to restore attendance

38. The Customer agrees to take all reasonable steps to ensure the Alarm System causes no distress or nuisance to any third parties and accepts liability in the event of any claims made by Police, Local or other Authority or Civil Action.

39. For CCTV equipment, the Customer agrees to register the CCTV system as required under the Data Protection Act 1998 and conform in all aspects to its requirements.

40. The Company will seek indemnity against the Customer and no liability will be accepted by the Company following prosecution for failure to conform to this Act.

41. Where the Company's Alarm Receiving Centre monitors the Alarm System; the Customer shall notify the Company, names, telephone numbers and addresses of nominated keyholders in writing. Any alteration to Keyholders will become effective 24 hours after receipt in normal working hours.

42. The Alarm Receiving Centre shall be entitled to interpret any appropriate signal received from the System as an indication of a genuine incident taking place and, regardless of any other indications that may be received to support or counter the signal received, notify the Police or Fire Authority accordingly.

43. The Customer accepts responsibility for ensuring the Alarm System is fully set in all its parts and groups as detailed in written and verbal instructions supplied by the Company and accepts that until this is carried out an activation will not be transmitted to the Alarm Receiving Centre under normal circumstances.

44. The Customer should insure against all likely risks and all property and valuables against theft and destruction and include the system against damage by Fire, Storm, Flood and wilful acts and to have the proposal approved or accepted by their insurance company knowing the extent of such potential loss.

45. The Company has no special knowledge of the nature and value of the contents of the premises for which the System or Signalling Equipment has been proposed or specified, or of the nature of the risks to which the premises and their contents or occupants will or may be exposed.

46. The System and/or Signalling Equipment as set out in the Company's proposal or specification is intended only to reduce the risks, loss or damage to property and / or injury to persons in or on the premises to the extent that this is reasonably practicable by the use of such equipment. No undertaking is given or implied that the System or Signalling Equipment cannot be circumvented or compromised or that the System or Signalling Equipment will prevent any loss, damage or injury.

47. THE LIMITATIONS IN THE EXTENT OF COMPANY LIABILITY DO NOT AND WILL NOT AFFECT THE CUSTOMER'S STATUTORY RIGHTS WHERE THE CUSTOMER DEALS AS A CONSUMER.

48. The potential loss or damage, which the Customer might suffer, is likely to be disproportionate to the sums that can reasonably be charged by the Company under this Agreement. Accordingly, the Company limits its aggregate liability to the sum of £250,000 in contract or tort in respect of any one incident or series of incidents arising from a common cause in any 12-month period.

49. If the Customer wishes to increase the maximum liability accepted by the Company the Customer may obtain from the Company a higher limit to be agreed with the Company upon payment of such amount (the Excess Fee) as the Company shall require to obtain the appropriate insurance cover for such additional liability for the Term of this Agreement.

50. The Company will consider claims for liability in respect of death or personal injury resulting from negligence of the Company if reported within three months of the alleged act, omission or occurrence, and subject to the limits of indemnity of the current policy.

51. Where the Customer deals as a consumer of products or services, the Company will consider claims for liability within the warranty period for breach of any condition implied by, statute relating to quality or fitness for purpose if reported within three months of the alleged act, omission or occurrence.

52. Any claim for liability will only be considered for direct physical damage to the premises or their contents if reported within 30 days of the alleged act, omission or occurrence and only accepted in the event that such damage or loss is proven to be caused by the negligence of the Company.

53. The Company cannot accept liability and shall not be deemed to be in breach of this Agreement for failure to perform any of its obligations hereunder by reason of Force Majeure, to include but not limited to war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, traffic congestion, obstruction of any road or highway, or any other cause beyond the control of the Company.

54. No liability will be accepted by the Company for any loss in trading or profits, internal expenses or consequential loss incurred by the Customer following any unlawful act of entry or otherwise of any person or persons in or on the premises.

55. No liability will be accepted by the Company for any loss, damage or injury arising from the Company's failure to pass to the Police or Fire Authority a signal received by the Alarm Receiving Centre from the System by reason of a Customer (or someone identifying himself or herself as such) advising the Company's Alarm Receiving Centre Operator that an alarm call

was false and giving the correct code or password, or the system being deactivated thus automatically cancelling a Police or Fire Authority callout.

56. The Company accepts no liability following any loss, damage or injury caused by delays in installing the System or Signalling Equipment or any effective connection thereof.

57. No responsibility is accepted by the Company for any loss, damage or injury arising from the failure of the Security System to transmit an activation eligible for Police or Fire Authority attendance or for the activation to be categorised as eligible for Police or Fire Authority attendance arising from an unlawful act of entry or damage or otherwise by person or persons in the premises.

58. The Company shall not be required to perform any remote transmission or monitoring services or to make any repayment to the Customer (although it may do so at its sole discretion) if any third party shall delay the provision of or withdraw its services or facilities, or if the Company's Alarm Receiving Centre shall be destroyed by fire or other catastrophe or become so substantially damaged that the Company is not able to continue the signalling services.

59. Any notice required to be given under this Agreement shall be deemed to have been sufficiently given if properly addressed and sent by post to, in the case of the Company, its registered office, or in the case of the Customer, their last known address and shall be deemed to have been properly served at the time when in the ordinary course of transmission it would have reached its destination.

60. Subject to giving three months notice of termination in writing, the Customer may terminate this Agreement upon the Agreement Period expiring or the annual extension to the Agreement Period expiring. Termination will not be deemed to be complete until any outstanding payment to the Company has been made and all Certificates of Compliance and Signalling Equipment have been returned to the Company.

61. Subject to giving the customer not less than 14 days notice in writing (unless it is impossible or impracticable for such notice to be given) the Company reserves the right to terminate this Agreement and or to withdraw all or any of its services or obligations hereunder (whether temporarily or permanently at the absolute discretion of the Company).

62. The Company at its discretion may terminate the agreement if any sums due to the Company from the customer shall be outstanding for a period in excess of 30 days or in the event that the Customer is in breach of any term or condition of this Agreement or any and all other agreements of whatever nature made between the customer and the company, whether or not post or pre-dating this agreement.

63. Any such termination withdrawal or suspension of services or obligations arising under this Agreement as may occur by virtue of these

provisions shall be without prejudice to the Company's right to reclaim any payment due from the Customer to the Company together with interest thereon (both after as well as before Judgement) at the rate of 3% above HSBC base rate from time to time applying.

64. Termination of the agreement will only be complete when the Customer returns to the Company or permit the Company to repossess: the Certificate of Compliance, any records held on site for engineering purposes, nameplates and motifs referring to the Company and in particular PAKNET, Communications Module, DualCom, RedCARE signalling equipment or other remote signalling or modem equipment of any type, all of which always remains the property of the Company.

65. This Agreement is personal to the Customer and may not be assigned or otherwise transferred by the Customer, although the company at its sole discretion may be prepared to do so or to enter into a new agreement with the new occupier notwithstanding the Customer's obligations.