

TERMS AND CONDITIONS OF BUSINESS

1 DEFINITIONS

"THE COMPANY" is Tindall Security Ltd, being the organisation responsible 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.

"THE PREMISES" are the Premises set out in the Specification.

"THE INSTALLATION" is the installed system defined in the Specification.

"EQUIPMENT" means all the hardware including cabling, software, firmware, transmission equipment (whether owned by the customer or rented) or intellectual property rights that constitutes the Installation.

"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 specification that defines the level of protection, surveillance or access afforded by the security Installation. It is an integral part of this Contract. If agreed changes take place subsequently, the specification will be revised and designated "as fitted specification".

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

"ALARM RECEIVING CENTRE" means a continuously manned remote centre to which alarm activations and/or video data are signalled and passed to the relevant response authority (e.g. police, fire brigade, key holder).

"HANDOVER DATE" means the date on which the Installation is completed (notwithstanding that connection of any remote signalling is outstanding) and the Handover Completion Certificate has been signed.

"HANDOVER COMPLETION CERTIFICATE" means the document raised by the Company and signed by the customer acknowledging responsibility for the Installation when the Installation has been completed and is ready to be brought into use.

"ACCEPTANCE" means the acceptance by the customer or his representative of the completed installation when handed over by the Company.

"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.

"CORRECTIVE MAINTENANCE" means the investigation and repair of faults reported by the Customer, including false alarms from intruder alarm systems.

"CERTIFICATE OF CONFORMITY" means the NSI certificate of conformity issued to the customer by the Company, when required to do so by NSI as a condition of the Company's approval and recognition. It states that the installation has been installed to the declared Installation Standard and associated codes of practice.

"NSI" means the National Security Inspectorate, the independent regulatory body for the installation and maintenance electronic security systems.

2 GENERAL

Acceptance of this Contract, signified by the signature of each party, includes acceptance of these Terms and Conditions along with any other requirements defined in the Specification. For the purposes of interpretation, the Contract comprises these Terms and Conditions, the Specification, Quotation and

Acceptance and any specification notes relating to the installation. 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. In signing this Contract, the Company assumes that you have the authority to sign it and give permission for the installation work to be proceed and be completed.

3 PAYMENTS AND CHARGES

- 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) Unless agreed in writing to the contrary, payment for installation is due on completion and handover. Payments for recurring contract renewal for maintenance and/or monitoring or charges made from time to time for corrective maintenance or extra works are due within 30 days of the invoice date. 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. If payments continue to remain outstanding, we reserve the right to discontinue service, including monitoring and take appropriate action for recovery. We will give advance warning of such action. You agree to take reasonable care of the Equipment on our behalf until you have paid for it.
- iv) If our labour or material costs increase after twelve months, we will give you one month's notice of any increase in our annual maintenance charges.
- v) Installation 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 installed.
- 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. We reserve the right to recover such equipment on termination of the maintenance contract.
- viii) Recurring charges for routine maintenance or service are based upon the scale of fees applicable at the date of this Contract and may, at the Company's discretion, be revised annually after giving the Customer notice of not less than 30 days before the effective date of change. The presentation of an invoice is deemed to be such notice.

4 COMPANY'S OBLIGATIONS

- i) We agree to complete the installation and hand it over in good working order conforming to the Installation Standard declared in the Specification. We will always seek your agreement should changes to the specification be required during installation.
- ii) When we commission the Installation, we will train you in its operation. When you are satisfied with the Installation, we will give you a Handover Completion Certificate to sign. We will give you a Certificate of Conformity when the Equipment has been paid for in full.
- iii) We agree that, if any of the Equipment or our workmanship is faulty in the first twelve months, it will be repaired or replaced at our expense, including call-out, provided you let us know as soon as the fault occurs.
- iv) The annual maintenance and remote monitoring facilities commence upon completion and handover of the installation and continue from year to year upon payment of charges presented until cancelled in writing by giving not less than one month's notice.

5 CUSTOMER'S OBLIGATIONS

- i) You agree to give our personnel full access to your Premises to survey, measure, install, test, inspect 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 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 installation 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 intruder alarm Equipment transmits a confirmed alarm to the Alarm Receiving Centre, 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 does not belong to you until it has been paid for in full. If you do not pay the balance of the installation charge when it is due, we have the right to remove the 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 installation, we may charge you for any equipment we have bought for your Premises and make a reasonable charge for damages for breach of contract.
- vii) If the Equipment is connected to an Alarm Receiving Centre, 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.
- 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.
- x) You agree to notify the Company by telephone of any defect appearing in the Equipment and permit the Company to take the necessary steps to remedy such defects.

6 MAINTENANCE, SERVICE AND MONITORING

- 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. Our response to emergency calls will be within the maximum period stated by any regulatory requirement or this Contract. For intruder alarm systems, this will be within four hours of your request, or before the Equipment needs to be set, unless mutually agreed otherwise. The contract will be for a minimum of three years.
- ii) If we have to attend the Premises, or repair the Equipment between routine maintenance visits, 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 replacement parts or batteries, which will be charged in addition to the annual charge.
- iv) Where the installation is monitored by an Alarm Receiving Centre for direct response by emergency services (e.g. 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.

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.

- 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. A copy of the relevant insurance schedule is available to the Customer upon request. Whilst our installation and maintenance personnel take all reasonable care, they cannot be

held responsible for inadvertent damage to concealed pipes and cables where customer advice suggests that areas are safe to drill.

- 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) 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 three month's written notice. If you wish to terminate the Contract with less than one month' 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.
- 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, the Company will give seven days' notice of cessation of any remote monitoring.
- 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.
- v) For intruder alarm systems, Our engineer code is programmed into the control equipment to enhance the security of Your system. If You wish to change maintainer in the future, We can programme the engineer code to a default number which will conveniently enable the new maintainer to take over the system. We will seek to carry out this activity within five working days from receipt of Your written request. Our standard call-out charge will apply if this change cannot be achieved remotely and a site visit is required.

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 DATA PROTECTION

For the purposes of efficient working, the Company may hold your personal data and information about your installation on computer systems and databases. Such data is held in compliance with the requirements of the Data Protection Act 1998 and will not be supplied by the Company to any other third party except where the law permits.