



TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS AND INTERPRETATION

1.1 The Company means Noctua Fire & Security Ltd, trading as Tindall Security, being the company supplying the goods and/or services under the Contract.

1.2 The Customer means the person, company or other organisation entering into the Contract with the Company.

1.3 The Premises means the property or properties identified in the Specification or Quotation.

1.4 The Installation means the fire, intruder alarm, CCTV, access control, signalling, monitoring or other electronic security system described in the Specification.

1.5 Equipment means the hardware, detectors, control panels, cabling, software, firmware, signalling devices and other components forming part of the Installation.

1.6 Company-Owned Equipment means equipment supplied on loan, rental or another basis under which ownership does not transfer to the Customer.

1.7 Installation Standard means the standards, specifications, codes of practice and applicable regulatory requirements expressly identified in the Contract or applicable to the agreed works.

1.8 Contract means the Quotation, Specification, these Terms and Conditions, any agreed service schedule and any written variation accepted by both parties.

1.9 Quotation means the Company's written offer setting out the agreed scope of works, prices, charges and any specific exclusions.

1.10 Specification means the document describing the agreed system, scope of protection, equipment, services and relevant technical requirements, including any agreed as-fitted documentation.

1.11 Alarm Receiving Centre (ARC) means the third-party or Company-operated facility receiving and processing alarm signals and undertaking the notification or escalation procedures agreed for the relevant service.

1.12 Handover Date means the date on which the Installation has been completed to the agreed contractual scope and the applicable handover documentation has been issued or signed, subject to any expressly recorded outstanding items.

1.13 Handover Completion Certificate means the document recording completion, commissioning status, customer instruction and any outstanding matters relevant to the Installation.

1.14 Preventative Maintenance means planned inspection, testing and maintenance intended to verify the operation of the Installation and identify faults or components requiring attention.

1.15 Corrective Maintenance means the investigation, diagnosis and repair of faults reported by the Customer or identified during service visits.

1.16 Certificate of Conformity means any relevant certificate issued by the Company where required and authorised under the applicable certification scheme and Installation Standard.

1.17 References to writing include email where the Contract or applicable law permits it. Headings are for convenience and do not affect interpretation.

2. FORMATION OF THE CONTRACT

2.1 The Contract is formed when the Customer accepts the Quotation in writing, signs the Contract, provides written or electronic acceptance, or otherwise instructs the Company to commence work in circumstances where acceptance is legally effective.

2.2 The Contract comprises the following documents, in descending order of precedence where there is a conflict:

- a. A subsequent written variation expressly agreed by both parties.
- b. The Quotation and any specific contractual conditions contained in it.
- c. The Specification and applicable service schedules.
- d. These Terms and Conditions.

2.3 The Customer confirms that they have the necessary authority to enter into the Contract and to authorise the agreed work at the Premises.

2.4 Any change to the agreed scope, equipment, specification, programme or price must be agreed in writing by the parties, except where otherwise expressly provided in the Contract or permitted by law.

2.5 The Company will not be responsible for work or services outside the agreed scope unless these have been expressly included in the Contract or subsequently agreed.

2.6 Nothing in the Contract excludes or restricts any statutory rights or liabilities that cannot lawfully be excluded or restricted.

3. QUOTATIONS, PRICES AND VARIATIONS

3.1 Unless otherwise stated, quotations are based on the information supplied by the Customer, the Company's survey and the site conditions reasonably apparent at the time of quotation.

3.2 Unless otherwise stated in the Quotation, quotations are valid for 30 days from the date of issue. The Company may withdraw or revise a quotation after that period before acceptance.

3.3 The Company may propose a reasonable adjustment to the price or programme where:

- a. The Customer requests a change to the Specification.
- b. The Customer requests urgent, out-of-hours or additional work.
- c. Site conditions differ materially from those reasonably apparent during the survey.
- d. Access is unavailable or the Customer has not disclosed relevant information affecting the work.
- e. Additional work is required because of pre-existing defects, unsuitable equipment, concealed services or circumstances outside the agreed scope.

f. A third-party supplier imposes additional charges or a material change affects the agreed service.

3.4 Where a variation is required, the Company will, where reasonably practicable, provide a written explanation of the additional work, the associated cost and any effect on the completion date before proceeding. Additional charges will be subject to the Customer's agreement unless otherwise lawfully agreed under the Contract.

3.5 The Company will take reasonable care when carrying out work at the Premises. Unless specifically included in the Quotation, the price excludes building work, redecoration, plastering, painting, carpet replacement, electrical alterations outside the agreed scope and making good beyond the work expressly specified.

3.6 Additional attendance or labour may be chargeable where work is delayed or prevented by a lack of access, inadequate site facilities or circumstances for which the Customer is responsible, subject to the Contract and applicable law.

4. PAYMENT AND CHARGES

4.1 The Customer shall pay the charges specified in the Quotation in accordance with the agreed payment schedule.

4.2 Unless otherwise agreed in writing:

- a. Installation charges are payable on completion and handover.
- b. Recurring maintenance and monitoring charges are payable in advance where specified in the Quotation.
- c. Corrective maintenance, replacement parts, additional visits and other chargeable work are payable within 30 days of the invoice date.
- d. Deposits or staged payments may be required where specified in the Quotation.

4.3 All prices are exclusive of VAT unless expressly stated otherwise. VAT will be charged at the applicable rate.

4.4 If the Customer disputes an invoice, the Customer shall notify the Company promptly in writing, identify the amount disputed and explain the reason. The Customer shall pay any undisputed amount by the due date.

4.5 For overdue sums, the Company may exercise its rights under the Contract and applicable law. For qualifying commercial debts, statutory interest and fixed compensation may be available under the Late Payment of Commercial Debts (Interest) Act 1998. Where a contractual interest provision applies instead, interest shall be calculated at the rate expressly stated in the Quotation or Contract, subject to applicable law.

4.6 Where payment remains overdue, the Company may give written notice requiring payment within a reasonable specified period. Subject to the Contract and applicable law, the Company may suspend affected services or terminate the relevant Contract if the default is not remedied.

4.7 Before suspending or terminating monitoring or a fire or other life-safety service, the Company will consider applicable legal and regulatory requirements, the nature of the service and any necessary customer notifications.

4.8 The Customer remains liable for charges properly incurred before suspension or termination, including authorised additional work and any lawful charges arising under the Contract.

4.9 Annual Review of Maintenance and Monitoring Charges

The Company reserves the right to review its recurring maintenance and monitoring charges annually to reflect changes in the cost of providing its services, including labour, materials, equipment, communications, third-party service charges and regulatory requirements.

Where a price increase is permitted under the Contract and applicable law, the revised charge will be applied to the relevant invoice. The invoice will include a notification confirming that an increase has been applied and specifying the revised charge.

Any increase must be consistent with the pricing provisions agreed with the Customer. Where the Contract does not permit a unilateral price increase, the Customer's agreement must be obtained before the revised charge is applied.

Nothing in this clause excludes or restricts any statutory rights available to the Customer.

4.10 Installation and engineering work is normally carried out between 8:30 am and 5.00 pm Monday to Friday, excluding public holidays, unless otherwise agreed. Out-of-hours attendance may incur additional charges where agreed.

5. OWNERSHIP OF EQUIPMENT

5.1 Ownership of equipment sold to the Customer will transfer in accordance with the applicable sale terms and law. To the extent legally effective, ownership will not pass until the Company has received payment in full for that equipment.

5.2 Company-Owned Equipment remains the property of the Company or the relevant owner identified in the Specification. Such equipment will be identified in the Quotation or Specification where reasonably practicable.

5.3 The Customer shall take reasonable care of Company-Owned Equipment, shall not sell or dispose of it and shall not permit unauthorised interference with it.

5.4 Where Company-Owned Equipment requires repair or replacement, the Company's responsibility will be determined by the applicable maintenance or rental agreement, subject to any agreed exclusions and the provisions of these Terms and Conditions.

5.5 Following termination of the relevant agreement, the Company may arrange to recover Company-Owned Equipment by agreement with the Customer and in accordance with applicable law. The Customer shall provide reasonable access at an agreed time.

5.6 The Company will not exercise any purported right of unrestricted entry to the Premises. If access cannot be agreed, the Company may pursue lawful remedies to recover its property.

5.7 The Customer shall not acquire ownership of Company-Owned Equipment merely by paying maintenance, rental or monitoring charges.

6. COMPANY'S OBLIGATIONS

6.1 The Company will carry out the agreed works with reasonable care and skill and in accordance with the Contract and applicable Installation Standard.

6.2 The Company will seek the Customer's agreement before making a material change to the Specification. Any agreed change may affect the price, programme or performance of the Installation.

6.3 Upon completion, the Company will undertake the commissioning and testing included in the agreed scope and provide appropriate operating instructions and handover information.

6.4 Where required under the applicable certification scheme and subject to its rules, the Company will issue the relevant Certificate of Conformity or other certification documentation.

6.5 Subject to the exclusions below and any additional warranty stated in the Quotation, the Company will remedy defects in its installation workmanship or supplied equipment notified during the first 12 months following handover, where the defect is attributable to the Company's work or the equipment supplied by it.

6.6 The warranty in Clause 6.5 does not cover faults or damage caused by misuse, unauthorised interference, third-party work, accidental damage, malicious damage, unsuitable power supplies, environmental conditions, failure to follow instructions, or other causes outside the Company's reasonable control. This exclusion does not apply where the Company remains responsible under applicable law.

6.7 Replacement parts, batteries, consumables, corrective maintenance and additional visits will be chargeable where excluded from the Quotation or maintenance agreement, except where covered by an applicable warranty or where the Company is otherwise responsible.

6.8 The Company will provide maintenance and monitoring services in accordance with the relevant service schedule, subject to access, availability of parts, third-party services and the limitations expressly stated in the Contract.

6.9 Completion of the physical Installation does not necessarily mean that remote monitoring is active. Where connection to an ARC or communications provider remains outstanding, the Company will identify this in the handover documentation and clarify which services remain inactive.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall provide reasonable access to the Premises for surveys, installation, commissioning, maintenance, inspection and repair, at agreed times.

7.2 The Customer shall provide suitable electricity, reasonable working facilities and accurate information about the Premises, including known concealed pipes, cables, hazardous materials, access restrictions and other matters that may affect the work.

7.3 The Customer shall obtain any permissions or consents for the work that are the Customer's responsibility, including landlord or property-owner consent where required.

7.4 The Customer shall not interfere with, alter, repair or permit unauthorised persons to adjust the Installation. Any unauthorised work may affect the operation, warranty or certification of the system.

7.5 The Customer shall operate and test the Installation in accordance with the instructions supplied and notify the Company promptly of any fault, damage, warning indication or suspected failure.

7.6 The Customer shall keep keyholder, emergency contact, escalation and other relevant service information accurate and up to date.

7.7 Where monitoring depends on a Customer-managed telephone line, internet connection, power supply or other communications service, the Customer shall maintain that service and promptly notify the Company of any known interruption or change. The precise allocation of responsibility will be set out in the Specification or monitoring schedule.

7.8 The Customer shall notify the Company before making alterations to the Premises or permitting third-party work that may affect the Installation, its cabling, power supply or signalling arrangements.

7.9 The Customer shall notify the Company of changes in the layout, use or occupancy of the Premises that may affect system performance.

7.10 The Customer shall permit access by the Company's relevant regulatory or certification representatives where required, subject to reasonable notice and the applicable certification requirements.

7.11 Where an alarm event or system fault is reported to the Customer, the Customer shall follow the agreed procedures and notify the Company where required by the service schedule.

7.12 Additional charges may apply where the Company must attend because access, information, site conditions or customer-controlled services are inadequate, provided the charges are permitted by the Contract and applicable law.

8. MAINTENANCE SERVICES

8.1 Maintenance services will be provided only to the extent specified in the Quotation or maintenance schedule.

8.2 The maintenance schedule shall identify the agreed service, inspection frequency, applicable standard, service hours, response arrangements and whether labour, call-outs, parts, batteries and consumables are included.

8.3 Unless expressly included, the annual maintenance charge excludes replacement equipment, batteries, consumables, repairs arising from misuse or malicious damage, third-party charges and work outside the agreed scope.

8.4 Corrective maintenance requested between scheduled visits may be chargeable at the Company's rates in force at the time, except where covered by an applicable warranty or the agreed maintenance package.

8.5 Any response time specified in the Quotation is a service commitment limited to the type of response expressly identified. The Contract shall distinguish between telephone acknowledgement, remote diagnostics, engineer dispatch and physical attendance.

8.6 Unless a specific service level is expressly agreed, the Company does not guarantee a particular time for physical attendance. Where a response time is agreed, it remains subject to access, geographical coverage, parts availability, safety considerations and events outside the Company's reasonable control, subject to applicable law.

8.7 The Customer acknowledges that maintenance visits are intended to assess and maintain the Installation and cannot guarantee that all faults will be identified or prevented.

8.8 Where a maintenance contract is required under an applicable certification scheme or ARC arrangement, the parties shall comply with the relevant requirements identified in the Contract.

9. REMOTE MONITORING AND THIRD-PARTY SERVICES

9.1 Remote monitoring will be provided only where expressly included in the Contract and after the required connection, configuration and commissioning arrangements have been completed.

9.2 The monitoring schedule shall identify the ARC, the signals to be received, the agreed escalation procedure, the keyholder arrangements and any response service included.

9.3 The Customer acknowledges that signalling and monitoring may depend on third-party communications networks, electricity supplies, internet services, mobile networks, ARC facilities and other infrastructure not directly controlled by the Company.

9.4 The Company will undertake the responsibilities expressly allocated to it under the Contract but does not guarantee the uninterrupted availability of third-party infrastructure or services.

9.5 The Customer shall promptly notify the Company of changes to keyholders, contact numbers, site access procedures or other information necessary for the agreed monitoring service.

9.6 Unless expressly included, the Contract does not guarantee police, fire service or other emergency-service attendance. Such attendance is subject to the relevant authority's rules, procedures and decisions.

9.7 The Customer shall comply with the agreed procedures for testing and reporting faults in signalling or monitoring services.

9.8 Where the Customer's actions, failure to maintain a required service or unauthorised alterations cause a fault or interruption, additional charges may apply where permitted by the Contract and applicable law.

9.9 If the Company becomes aware of a material interruption to a monitoring service for which it is responsible, it will take reasonable steps to notify the Customer and arrange appropriate remedial action, subject to the nature of the interruption and applicable requirements.

10. LIMITATION OF LIABILITY

10.1 Nothing in the Contract excludes or restricts liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or restricted.

10.2 The Company will perform its contractual obligations with reasonable care and skill and remains responsible for liabilities arising from its breach of contract, negligence or other actionable conduct to the extent provided by law and subject to any valid limitation in the Contract.

10.3 The Customer acknowledges that fire and security systems are designed to reduce risk, detect specified events and provide agreed signalling or monitoring functions. They cannot guarantee that intrusion, fire, damage, injury or loss will be prevented, or that the Installation will operate without interruption in every circumstance.

10.4 Subject to applicable law, the Company shall not be responsible for a failure or loss to the extent that it is caused by:

- a. The Customer's failure to comply with operating instructions or contractual obligations.
- b. Unauthorised interference, modification or repair by the Customer or a third party.
- c. Failure of a power supply, communications network or other infrastructure outside the Company's reasonable control.
- d. Misuse, malicious damage, accidental damage or environmental conditions for which the Company is not responsible.
- e. An event beyond the Company's reasonable control, subject to Clause 13.

10.5 Nothing in Clause 10.4 excludes liability to the extent that the relevant loss was caused by the Company's own breach of contract, negligence or other actionable conduct.

10.6 Subject to applicable law and the terms of any expressly agreed liability cap, the Company shall not be liable for indirect or consequential losses or for loss of profits, revenue, business opportunity, anticipated savings or business interruption, where such exclusions are legally effective. This clause does not exclude losses that cannot lawfully be excluded.

10.7 Any financial cap on the Company's liability must be expressly stated in the Quotation or a specific contractual schedule, identifying the applicable amount, period and categories of claim. No financial cap is created merely by reference to the Company's insurance cover.

10.8 Any agreed liability cap or exclusion shall be effective only to the extent permitted by applicable law, including any statutory reasonableness or fairness requirements.

10.9 The Company does not act as an insurer of the Customer's property or business. The Customer should maintain appropriate property, business interruption and other insurance having regard to the risks associated with the Premises and the limitations of the Installation.

10.10 The Company will take reasonable care when working at the Premises. The Customer shall disclose known concealed services and provide available plans or other relevant information. Responsibility for damage to concealed services shall be determined by the circumstances and applicable law.

11. CANCELLATION AND TERMINATION

11.1 The duration of each installation, maintenance and monitoring service shall be stated in the Quotation or applicable service schedule.

11.2 Where a fixed initial term is agreed, the Contract shall state its start date, duration, renewal arrangements and any applicable early termination provisions.

11.3 Following any fixed initial term, a continuing service may be terminated by either party on not less than three months' written notice, unless a different notice period is expressly agreed in the relevant service schedule or required by law.

11.4 The Company may terminate the relevant service for a material breach of the Contract where the breach is not remedied within a reasonable period specified in written notice, where it is capable of remedy.

11.5 The Company may suspend or terminate a service for persistent non-payment after giving appropriate notice, subject to applicable law and any special requirements relating to monitoring or life-safety systems.

11.6 Either party may terminate the affected service where the other party becomes insolvent or ceases trading, to the extent permitted by law and subject to any applicable restrictions.

11.7 On termination, the Customer shall pay all outstanding charges properly due up to the termination date and any other amounts lawfully payable under the Contract.

11.8 Any charge for early termination, equipment recovery or prepaid services must be expressly provided for in the Contract and comply with applicable law. Such charges shall not operate as an unlawful penalty or unfair consumer term.

11.9 The Company may arrange to recover Company-Owned Equipment following termination in accordance with Clause 5 and applicable law.

11.10 On reasonable written request, the Company will cooperate with the transfer of maintenance responsibility to another competent maintainer, subject to the agreed scope, security requirements, manufacturer restrictions and any applicable charges disclosed to the Customer.

11.11 Where an engineer code or other access credential requires alteration or transfer, the Company will arrange this within a reasonable period, subject to technical feasibility, security checks and access requirements. Any chargeable site attendance shall be notified to the Customer in advance where reasonably practicable.

11.12 Where termination affects a monitoring or life-safety service, the Company will take reasonable steps to communicate the cessation date and any material service implications to the Customer.

11.13 Any statutory cancellation rights applying to a consumer contract remain unaffected. Where the Consumer Contracts Regulations 2013 apply, cancellation information, applicable cancellation periods and any lawful charges for services commenced during that period will be dealt with in accordance with those Regulations.

12. CUSTOMER CANCELLATION RIGHTS

12.1 For consumer contracts made at a distance or off premises, the Company will provide the cancellation information and applicable notices required by law.

12.2 Where a statutory cancellation period applies, the Customer may cancel in accordance with the applicable legislation and instructions supplied by the Company.

12.3 If the Customer requests that work begin during an applicable cancellation period, the Company will obtain any legally required express request or consent and provide the necessary information concerning payment for work performed before cancellation.

12.4 The Company may recover only those cancellation, equipment or service charges permitted by the Contract and applicable law.

12.5 The statutory rights of business customers and consumers may differ. Nothing in this clause removes any mandatory consumer protection.

13. FORCE MAJEURE AND EVENTS OUTSIDE REASONABLE CONTROL

13.1 Neither party shall be in breach to the extent that performance of its obligations is prevented or materially delayed by an event beyond its reasonable control.

13.2 Such events may include severe weather, flood, fire, major power failure, telecommunications or network outages, acts of government, civil emergencies, industrial action, major supplier disruption and other comparable events that could not reasonably have been avoided.

13.3 The affected party shall, where reasonably practicable, notify the other party of the event and take reasonable steps to reduce its effects and resume performance.

13.4 Payment obligations for services already provided and sums properly due shall not be excused merely because a force majeure event occurs.

13.5 If the event continues for a substantial period and materially affects the contracted service, either party may terminate the affected service on written notice, subject to applicable law and any necessary arrangements for monitoring or life-safety services.

14. DATA PROTECTION AND CONFIDENTIALITY

14.1 The Company will process personal data in accordance with applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018, as amended.

14.2 The Company may process customer contact details, site information, keyholder information, service records, alarm events and other information reasonably necessary to provide the contracted goods and services, administer the Contract, maintain security and comply with legal obligations.

14.3 Personal data may be shared with ARCs, manufacturers, subcontractors, communications providers, professional advisers and other service providers where reasonably necessary to perform the Contract, protect legitimate interests or comply with legal obligations.

14.4 The Company will take appropriate technical and organisational measures to protect personal data and will retain it only for as long as reasonably necessary for the relevant purposes or as required by law.

14.5 Further information about the Company's data processing practices, lawful bases, retention periods and customer rights will be provided in its privacy notice.

14.6 Where the Company processes personal data on behalf of a Customer as a processor, the parties shall enter into any additional data processing terms required by applicable law.

14.7 Each party shall take reasonable steps to protect confidential information, security-sensitive system details, access credentials and other information disclosed in connection with the Contract.

14.8 Nothing in this clause prevents a lawful disclosure to a regulator, court, law enforcement authority or other person where required or permitted by law.

15. INTELLECTUAL PROPERTY AND SOFTWARE

15.1 Intellectual property rights in the Company's designs, drawings, documents, software, firmware, procedures and other materials remain with the Company or the relevant rights holder unless expressly agreed otherwise in writing.

15.2 The Customer may use documents and materials supplied by the Company for the operation and maintenance of the Installation at the Premises, subject to any third-party licence conditions.

15.3 The Customer shall not copy, modify, reverse engineer or distribute software or firmware except as permitted by law and the relevant licence.

15.4 The Company will identify any material restrictions on the Customer's use of licensed equipment or software where reasonably practicable.

16. SUBCONTRACTORS AND THIRD-PARTY SUPPLIERS

16.1 The Company may use competent subcontractors and third-party suppliers to carry out aspects of the Contract.

16.2 The Company remains responsible for performing its own contractual obligations, subject to the Contract and applicable law.

16.3 Third-party services may be subject to separate terms, service limitations and availability arrangements. Any material third-party dependencies relevant to the agreed service shall be identified in the Quotation or applicable schedule where reasonably practicable.

17. COMPLAINTS AND DISPUTES

17.1 The Customer should raise any complaint with the Company in writing, setting out the relevant circumstances and the outcome sought.

17.2 The Company will consider complaints fairly and respond within a reasonable period.

17.3 The parties shall seek to resolve disputes through good-faith discussion before commencing proceedings, where reasonably practicable.

17.4 Nothing in this clause prevents either party from seeking urgent legal relief or exercising a statutory right.

18. GENERAL PROVISIONS

18.1 Notices: Contractual notices shall be sent to the postal or email address last notified by the receiving party, subject to any statutory requirements governing the form or service of notices.

18.2 Assignment: The Customer shall not assign the Contract without the Company's written consent, such consent not to be unreasonably withheld where applicable. The Company may assign or transfer the Contract where permitted by law, provided the Customer's statutory rights are preserved.

18.3 Waiver: A failure or delay in exercising a contractual right does not constitute a waiver of that right.

18.4 Severability: If any provision is held invalid or unenforceable, the remaining provisions shall continue to apply to the extent legally effective.

18.5 Entire agreement: The Contract records the agreement between the parties concerning its subject matter, subject to any statutory rights and rules governing misrepresentation and contractual interpretation.

18.6 Third-party rights: Except where expressly stated or provided by law, a person who is not a party to the Contract shall not have a right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

18.7 Changes to terms: Any material amendment to an existing Contract must be agreed in accordance with the Contract and applicable law. Updated standard terms will not automatically vary an existing agreement merely because a new version is issued.

19. GOVERNING LAW AND JURISDICTION

19.1 Unless mandatory law provides otherwise, the Contract shall be governed by the law of England and Wales.

19.2 The courts of England and Wales shall have jurisdiction over disputes arising from the Contract, subject to any mandatory consumer rights or other applicable legal requirements.

19.3 Nothing in this clause restricts a consumer's right to bring proceedings in a court where that right is protected by applicable law.

END OF TERMS AND CONDITIONS

Company: Noctua Fire & Security Ltd t/a Tindall Security

These Terms and Conditions must be read alongside the relevant Quotation, Specification, maintenance schedule, monitoring agreement and privacy notice.