

SUFFOLK FIRE AND SECURITY
TERMS AND CONDITIONS OF BUSINESS

Introduction

We want to make our services and costs as transparent as possible to avoid any misunderstanding in the future. This document therefore seeks to explain everything about our services and costs so you have a clear understanding of the agreement between us, and to provide a reference document for the future.

We are also required to provide and publish these Terms and Conditions by both our Insurance Company (who provide our efficacy insurance/professional indemnity) and also our accreditation body the 'Security Systems Alarms and Inspection Board' (SSAIB).

Nothing contained within these Terms and Conditions affects your statutory rights.

1 DEFINITIONS

"THE COMPANY" is (insert installer's full name and, if applicable, company number and registered office) 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 EQUIPMENT" is the equipment to be installed at the Premises as set out in the System Design Proposal.

"THE PREMISES" are the premises set out in the System Design Proposal at which the Installation will take place.

"THE INSTALLATION" is the installed system defined in the System Design Proposal.

"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, System Design Proposal, Maintenance and Acceptance together with these Terms and Conditions.

"SYSTEM DESIGN PROPOSAL" means the System Design Proposal which defines the level of protection, surveillance or access afforded by the security Installation. It is an integral part of this Contract.

"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 (eg police, fire brigade, keyholder).

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

"HANDOVER ACCEPTANCE CERTIFICATE" is the certificate handed to the Customer on completion of the Installation in accordance with 4(ii)

[**"PREVENTATIVE MAINTENANCE"** means the routine inspection of the Installation to verify that it continues to function in accordance with its System Design Proposal 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.]

2 GENERAL

Acceptance of this Contract, signified by the signature of each party, includes acceptance of the Quotation and these Terms and Conditions along with any other requirements defined in the System Design Proposal. For the purposes of interpretation, where the requirements of the System Design Proposal conflict with any clauses of these Terms and Conditions, the System Design Proposal requirements shall take precedence.

- 1) Verbally issuing an instruction to the Company to carry out work is a 'Contract' and signifies the acceptance of these Terms and Conditions along with any other requirements defined in the System Design Proposals (SDP). All calls made to Suffolk Fire and Security are recorded.

3 COSTS

- i) The Quotation may be revised if:
 - a) you want the work carried out more urgently than agreed, or
 - b) you change the System Design Proposal, 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 by you, or
 - d) there are any other special circumstances we were not aware of when supplying our original Quotation, or
 - e) any other reason beyond our reasonable control including without limitation any increase in costs or fees payable by us to any third party in respect of the Equipment.

- ii) All telephone line installation, rental and call charges are the responsibility of the Customer. The telephone must be capable of making outgoing calls, not have call barring or other special service on it, which may prevent the operation of the remote signalling equipment.
 - a) If you change your telephone service provider or router once the system has been installed we will need to test the operation of the remote signalling device to ensure compatibility. Redcare monitoring is only available on BT lines.
 - b) All monitored systems that utilise a Digital Communicator, are required under European Regulations to communicate automatically with the Alarm Receiving Centre every 24 hours, to ensure that the signalling is in working order. Where you have a hard-wired communicator, these calls are made to the Alarm Receiving Centre who have opted for a telephone number in the 0870 (Non-Geographical) range. You may see these charges on your telephone bill and you are responsible for these charges – where your provider makes a charge for such calls.

Note: This does not apply to the GSM ‘DigiAIR’ systems, the call costs for which are included in your monitoring charge.

 - c) The addition of Broadband onto the telephone line on which your alarm is connected, will disrupt the ability of the alarm to dial out. You will need to arrange for the Company to fit an ADSL filter to your alarm communicator, for which a cost will be levied.
- iii) If you are late in paying us, we shall be entitled to charge you interest at the rate of 8% plus the Bank Of England base rate per year on any monies outstanding from the due date until the date we receive payment.
 - iv) If our labour or material costs increase after twelve months from the Handover Date, we may give you one months’ notice of any increase in our annual maintenance charges.
 - v) The Installation is normally carried out during usual working hours of 08:30am to 5.00pm Monday to Friday except statutory holidays. Requests made by the Customer to install outside these hours may incur additional charges.
 - vi) Unless otherwise agreed in writing, the Quotation does not include additional work such as redecoration, carpet laying or building work. 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 (and which is identified as such in the System Design Proposal), 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 4 (v). Any Equipment which remains the property of the Company shall be defined in the System Design Proposal. We reserve the right to recover such Equipment on termination of the maintenance contract.
 - viii) Ownership of the Equipment (as identified in the System Design Proposal) shall not pass to the Customer until the Company has received the payment of the sums due pursuant to the Contract.
 - ix) Until ownership of the Equipment has passed to the Customer, the Customer must:
 - a) hold the Equipment on a fiduciary basis as the Company's bailee;
 - b) not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
 - c) maintain the Equipment in a satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company.
 - x) All sums payable by the Customer under this Contract will be paid in full without any set off, deduction, counterclaim or withholding of whatever nature.
 - xi) All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Customer.

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 System Design Proposal. We will always seek your agreement should changes to the System Design Proposal be required during the 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 Acceptance Certificate to sign. We will give you a certificate of conformity when the Equipment has been paid for in full.
- iii) If, within a period of twelve months from the Handover Date ("Warranty Period") you notify us of any defect or fault in the Equipment and such defect or fault does not result from you, or anyone acting with your authority, having interfered with the Equipment or used it for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other equipment not supplied or authorised by us, we shall attend to the Premises and use our reasonable endeavours to rectify any such default.
- iv) Any repairs undertaken by us which are outside the Warranty Period will be carried out at our discretion on a time and materials basis.
- v) 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
- vi) The company will use reasonable skill and care in identifying any concealed services not so pointed out. The company will only be liable for damage to these services or for resulting damage to the extent that it does not take such reasonable care.
- vii) Where damage could be caused which may not be immediately apparent to our operatives, the company cannot be held liable where it has not been notified of such a possibility.

- viii) The annual maintenance and remote monitoring facilities commence upon the Handover Date and continue from year to year upon payment of charges set out in the Quotation until cancelled by either party in writing giving not less than one months' notice.
- ix) Time shall not be of the essence for any times for when the Installation is to be performed, whether given or agreed to by the Company or for the length of time that the Installation takes, whether specified in the Quotation or otherwise.
- x) The Company reserve the right to ask for a deposit and where this is required it will be shown on the Installation Agreement
- xi) The Companies engineers are highly competent and will reasonably endeavour to install the System neatly and to conceal cables wherever possible, but where this is impractical the cables will be surface run, after discussion with the customer.
- xii) The System will be installed in accordance with the recommendations contained in the current 'European Standards for Intruder Alarms in buildings', current from time to time on the date on which the installation starts. Any change made in the Standard for intruder alarms will not be deemed to be retrospective to existing installations.
- xiii) On installation, the Company will give one briefing and demonstration of the System to the Customer or his/her representative/s. (There will be an additional charge if further instructional visits are required.)

5 CUSTOMER'S OBLIGATIONS

- i) You agree to give us and our workers full access to your Premises to survey, measure, install, test 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 Equipment activates 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 charges when they are 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 the Contract less than four days before Installation, we may charge you for any Equipment we have bought for your Premises without prejudice to the rights we have to recover 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 shall use your best endeavours to ensure that the Premises in which our employees or agents may have to enter are safe and without risk for them. All known risks must be clearly identified and marked by you and made known to us in advance.
- xi) Supply adjacent to the intruder alarm control unit, a non-switched 240 Vac fused spur outlet, unless the company's engineer has been requested to fit this device by the customer and this has been noted on the quotation or in the SDP.
- xii) Advise the Company of the existence of concealed water, gas, electricity, telephone or other services and point out to the installation engineer their location before work commences.
- xiii) Be responsible, where required and requested, for the lifting of any floorboards or floor coverings other than carpets, where required. Note that the Company cannot be held responsible for any damage as a result of lifting and re-fitting carpets or be responsible for any proposed flush fitting of units and making good thereafter.
- xiv) If the Customer wishes the company to use any existing equipment as part of the system, it will be assumed to be in full working order. Where the Company on installation discovers this is not the case, any work required to bring such equipment up to an acceptable standard will be charged for on a time and material basis, only after agreement with the Customer.

6 MAINTENANCE, SERVICE AND MONITORING

- i) In return for payment of the maintenance charge as set out in the Quotation, the Company will maintain the Installation in accordance with the installation standard and respond to your emergency calls for assistance. If your Equipment is installed to PD6662 (or its successor,) our response to emergency calls will be within four hours of your request, or before the Equipment needs to be set, whichever is longest, unless mutually agreed otherwise.
- 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 (eg 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.
- v) The Customer will (on or immediately after the Installation Date) notify the Company and Police in writing of the addresses and contact details of persons (Keyholders) who hold keys or codes for the system, and the persons responsible for the opening and closing of the premises, and upon any change notify the Company and Police immediately in writing.
The Company shall not be responsible or liable for any loss or damage caused or resulting from any failure to notify the Company or Police.
- vi) At all times after the installation is completed the Customer will:-
Operate the System in accordance with the instruction manual;
1) Where applicable, pay any telephone line or equipment charges due to third parties (and increases from time to time);
Pay for all electrical supplies to the System and remain responsible for the upkeep and maintenance of all such supplies to the System
- vii) Monitoring and Maintenance contracts are offered on either a yearly, or three year fixed term basis running from one calendar year after the date of installation. The Company will offer ongoing contracts and will send details and a quotation/ invoice for the following year's charges, at least four weeks before expiry of the annual term.
The Company shall have the right to increase such charges at each renewal in line with inflation, to be reviewed by the company, before a new contract is offered.
- viii) The Customer may terminate Monitoring at any time, by giving at least 60 days written notice. This is particularly important at the annual renewal as you will only normally receive renewal documents 30 days before the contract expires.
- ix) The Company will carry out routine maintenance inspection during the hours of 08:30 to 17:00 Monday to Friday (excluding Bank Holidays) on a date previously agreed with the Customer and in accordance with the relevant Standard where applicable.

7 LIABILITY

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS RESTRICTIONS ON THE COMPANY'S LIABILITY IN THE EVENT OF A CLAIM BY THE CUSTOMER

- i) Nothing in this Contract will exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or any of its officers, employees or agents
- ii) The Company will not be liable for any loss of profits, business opportunity, goodwill and any other indirect or consequential loss howsoever arising and whether arising out of the Installation or any of the provisions of this Contract or otherwise, suffered by the Customer or any third party and the Customer will indemnify the Company in respect of any claim by any person in respect of such loss.
- iii) Subject to 7(i), the Company's total liability arising in connection with the performance or contemplated performance of the Installation will not exceed the aggregate of the charges paid by the Customer to the Company under this Contract.
- iv) This clause 7 sets out the full extent of the Company's liability in respect of the performance of the Company under the Contract and any condition, warranty, representation or term which might otherwise be implied into or incorporated into this Contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.
- v) 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.
- vi) Like all electronic equipment, although rare, the system or its components could fail to work as designed to do. The Company is therefore unable to guarantee that it will be operational at any specific time or for any specific period.
The Company will provide details on request as to how a Customer can perform regular tests to verify that the equipment contained in the installation is operational between routine maintenance inspections carried out by the company.
- vii) The Company will not be liable for any loss suffered by the Customer as a result of an alarm signal not being received at the Alarm Receiving Centre, if this is due to the fault of BT or any other communications provider, or failure in the electricity supply to the System or the Alarm Receiving Centre or as a result of the Company's premises being evacuated, due to causes such as fire, bomb alerts or gas leaks.
- viii) The Company shall not under any circumstances whatsoever be liable for any loss or damage however caused which was not caused directly by a breach of these terms or a failure to exercise reasonable care and skill on the part of the Company.
- ix) The Company shall not be liable for any loss or damage suffered by the Customer however caused, whether as a result of any failure to exercise reasonable care and skill, breach of these terms, false statement or otherwise or resulting from any unauthorised entry or burglary, theft, robbery, damage, disturbance or any other cause, in excess of the insurance cover we hold.

- x) The Customer shall be liable for the cost of any key-holding charges, regardless of the nature of the call including any alarm equipment failure.
- xi) The Company or its insurers shall not be liable to investigate any claim for loss unless the Customer has given written notice as soon as is reasonably practicable (maximum 14 days) after its occurrence or it coming to the Customer's attention and the Customer shall give the Company and/or its insurers every facility to investigate such occurrence
- xii) The terms and conditions given in this Contract do not affect your statutory rights.

8 TERMINATION

- i) Either the Customer or the Company can terminate the Contract by giving not less than one month's written notice.
- ii) The Company may terminate this Contract immediately by written notice to the Customer if:

the Customer commits a material breach of the Contract which is incapable of remedy or, if capable of remedy, has not been remedied within 28 days from the date of receipt of notice by the Company specifying the breach and requiring its remedy; 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 any payments outstanding from the Customer. In such circumstances, seven days notice of cessation of any remote monitoring will be given by the Company; or

the Customer becomes or is declared insolvent or convenes a meeting of its creditors or makes or proposes to make any arrangement or composition with its creditors or becomes subject to any other insolvency procedure in any jurisdiction or (without prejudice to the generality of the foregoing) an administrator, liquidator, an administrative receiver, a receiver, manager, trustee, custodian or analogous officer is appointed in respect of all or any part of its property, undertaking or assets (or in the event that the Customer is not a body corporate anything analogous to such events occurs).

- 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 Customer will make full payment to the Company of all amounts owing on termination within 30 days of termination.

9 FORCE MAJEURE

The Company will not be liable for any delay in performance or failure to perform its obligations in respect of the Installation if such delay or failure results from circumstances beyond the Company's reasonable control and the Company shall in such circumstances be entitled to a reasonable extension of time for the performance of such obligations.

10 APPLICABLE LAW

This Contract is governed by and shall be construed in accordance with the laws of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Contract and, for such purposes, irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

11. RIGHTS OF THIRD PARTIES

Pursuant to section 1(2) of the Contracts (Rights of Third Parties) Act 1999, the parties intend that no term of this Contract may be enforced by any person who is not a party to this Contract pursuant to section 1(1)(a) of such Act.

12. NOTICES

All notices which are required to be given under this Contract will be in writing and sent to the address of the recipient as set out in the Quotation or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered by hand or first class pre-paid letter or facsimile or electronic transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile or electronic transmission, upon the expiration of 12 hours after despatch. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

1. Your Rights under the Consumer Contracts Regulations

Under the Consumer Contracts Regulations you must be informed of the following rights:

2. Your Right to Cancel

You have 14 days from entering into a service contract (such as this one) in which you can cancel it. A service provider shouldn't start providing the service before the 14 day cancellation period has ended, unless you have requested this in writing.

If the service starts straightaway

In this instance you will still have the right to cancel, but you must pay reasonable costs for the value of the service that is provided up to the point of cancellation.

3. If the service is provided in full within 14 days

The right to cancel can be lost during the cancellation period if the service is provided in full before the 14 days elapses. Under this contract, the claims handling service is unlikely to be concluded within the 14 day cancellation period. If you wish to cancel you may use the model cancellation form at the end of this contract although it is not obligatory to use it.

Cancellation Information

You have the right to cancel this contract within 14 days without giving any reason.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email). Our details for cancellation are;

Suffolk Fire and Security
22 Heron Close
Stowmarket
Suffolk
IP14 1UR

Email: info@suffolkfireandsecurity.co.uk
Telephone: 07866 889407

You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you cancel this contract within the initial 14 day period provided for in section 18 of this claimant service contract, we will reimburse to you all payments received from you including the cost of delivery (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement costs in value of any goods supplied if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay and not later than –

- (a) 14 days after the day we received back from you any goods supplied or,
- (b) (If earlier) 14 days after the day you provide evidence that you have returned the goods or,
- (c) if there were no goods supplied 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for your initial transaction unless you have expressly agreed otherwise in any event you will not incur any fees as

a result of the reimbursement.

If you requested to begin the performance during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

Model Cancellation Form

To: Suffolk Fire and Security
22 Heron Close, Stowmarket, Suffolk, IP14 1UR

I hereby give notice that I cancel my contract of the sale for the supply of the following service;
(Please complete).....

Ordered on (Date)

Name of consumer

Address of consumer

.....

.....

.....

.....

Signature of consumer

Date

We will acknowledge receipt of your cancellation within 7 days.