

Standard Terms and Conditions

Definitions

'Agreement'	The various terms and conditions set out in this document and its attachments.
'Customer'	The person or organisation identified in this Agreement as purchasing any or all of the Supplier's Services.
'Installation'	The process of fitting a System to the Customer's premises.
'Installed'	Fitted to a new or existing System.
'Maintenance'	Work carried out on a system previously installed by the Supplier or a third party.
'Monitoring'	The function carried out by an Alarm Receiving Centre (ARC) operating to BS5979 to receive electronic communication from the intrusion and Hold Up Alarm System (I&HAS) and/or the function carried out by a remote Video Receiving Centre (RVRC) operating to BS5979, to receive transmitted video images.]
'Order'	The order from the Customer to the Supplier in respect of Installation, Monitoring, Remote Reset and Maintenance as the case may be.
'Remote Reset'	The function of resetting or restoring after confirming system integrity of an I&HAS following an alarm condition has locked the I&HAS or a part of it against further use
'Risk Assessment'	An assessment of risk as required under DD CLC/TS 50131-7
'Service(s)'	Installation, Monitoring, Remote Reset and Maintenance as provided for in the Order.
'Supplier'	Secure It All Ltd
'System'	The goods and services provided by the Supplier to the Customer which together form a security system.

General

1. Any quotation or specification given by the Supplier only forms part of a binding contract if attached to the Agreement.
2. The Agreement will include all terms and conditions set out in this document and such documents as are attached to it.

3. The Agreement shall be complete and can only be varied in writing by a duly authorised representative of the Supplier.
4. The Agreement will not be affected by or include terms in any documents prepared by the Customer or its agents unless they are signed by a duly authorised representative of the Supplier.
5. Maintenance shall be in accordance with BS DD 263 section 5.1 Preventative Maintenance to 5.2 Corrective Maintenance
6. Monitoring shall generally be in accordance with BS 5979, varied by the as fitted document, and modified as and when circumstances demand by written or verbal instructions.
7. Remote Reset / restoring shall be in accordance with DD243 and DD263

Services

8. The Supplier agrees to provide the Service(s) that make up the Customer's Order as verbally agreed between the Supplier and Customer or as set out in the order form attached to the Agreement.

Price

9. The Price of the Service(s) are in pounds sterling and are set out in separate quotations attached to the Agreement or in the absence of a verbal agreement or quotations then such reasonable amount that is charged within the Supplier's industry.
10. All Prices and charges will be net of VAT and the Customer will be liable for VAT at the prevailing rate on all Prices.

Terms of Payment

11. Where the Supplier has agreed with the Customer to carry out an Installation the Customer shall pay the Supplier the Price of the Installation upon satisfactory completion of the Installation.
12. Where the Supplier has agreed with the Customer to carry out Maintenance, Monitoring and/or Remote Reset, the Customer shall pay the Price for this/these Service(s) to the Supplier within 28 days of receiving the Supplier's invoice.
13. All Payment will be without deduction or set off.
14. In the event that the Customer does not make the payment(s) due in accordance with this clause 13 the Supplier at its absolute discretion may charge the Customer interest on all outstanding sums on a daily basis at a rate of 3% per annum above the published Bank of England base rate.
15. The Supplier reserves the right to request a deposit or pre-payment from the Customer as the Supplier may reasonably require to cover its costs.

16. The Supplier reserves the right, where genuine doubts arise as to the Customer's financial position or in the case of failure to pay any or all of the Service(s) referred to in clause 8, to suspend any work being carried out by the Supplier in connection with the Service(s) referred to in clause 8, until full payment has been received by the Supplier.

Ownership of Goods/All monies

17. Any goods that are installed and which form part of a System (whether fixed to any premises or not) and any other goods supplied by the Supplier in relation to the Service(s) referred to in clause 8, shall remain the property of the Supplier until full payment has been received by the Supplier:

- 17.1 for the System, and/or

- 17.2 for any other monies due from the Customer to the Supplier on any account whether in respect of Monitoring, Maintenance, Remote Reset or otherwise as the case may be.

18. If the System or any part of the System is rented it shall at all times remain the property of the Supplier.

19. At any time before title to the System and/or any goods referred to in clause 17 passes to the Customer (whether or not payment to the Supplier is then overdue or the Customer is otherwise in breach of any obligation to the Supplier), the Supplier may (without prejudice to any other of its rights):

- 19.1 Re take possession of all or any part of the System and/or any goods referred to in clause 17 and enter any premises for that purpose (or authorise others to do so) which the Customer hereby authorises;

- 19.2 require delivery up to it of all or any part of the System and/or goods referred to in clause 16.

20. The Supplier may at any time appropriate sums received from the Customer as it thinks fit, notwithstanding any purported appropriation by the Customer.

21. Until full payment of the System and/or the goods referred to in clause 17, have been given to the Supplier, the Customer holds the System and the goods referred to in clause 17 as bailee of the Supplier and owes to the Supplier the normal fiduciary obligations of a bailee by way of custody of the System and the goods referred to in clause 17.

Risks and Liability

22. From the date and time of Installation of the System or of Maintenance it will be the Customer's responsibility to ensure that the goods supplied and fitted are kept free from any damage and to

ensure that they are operated in accordance with such handbooks and instruction guides as are given.

23. The Customer will notify the Supplier at once of the appearance of any defect in the System and permit the Supplier to take such steps as it thinks fit to remedy such a defect.
24. In the event that payment has not been made in accordance with clauses 11 to 16 and provided 28 days have elapsed since the date for payment or at the termination of any rental agreement the Supplier may request and the Customer will deliver to the Supplier any goods that were installed. Upon delivery of those goods the Supplier will be entitled to inspect the goods and will be entitled to charge the Customer a reasonable amount for any deterioration in the condition of the goods as compared to an equivalent new item but taking account of fair wear and tear and having regard to the length of Installation.
25. The Supplier will not be responsible for any losses resulting from any failure of the security System to operate unless the Customer can show that the System was not rendered ineffective by the Customer or any other unauthorised person and was tested in accordance with the recommended testing procedures including frequency and any remote monitoring that is operated in conjunction with the System.
26. The Supplier will carry out a full Risk Assessment prior to the carrying out of any of the Service(s) referred to in clause 8. To aid the Supplier with the Risk Assessment, the Customer shall provide the Supplier with full and accurate disclosure of all relevant and related information.
27. The Customer agrees that the Supplier is not an insurance company and that the Supplier is not supplying any of the Service(s) referred to in clause 8 based upon full and specific knowledge of the contents of the Customer's premises (including but not limited to the value of the contents).
28. The Customer agrees that the Supplier's liability in respect of any claim related to the operation or efficacy of the System except for personal injury or death shall be limited to ten times £ *the charge*.
29. The Customer will be responsible for fully insuring the contents of the premises to which the System is fitted. It is a condition of the Agreement that the Customer has and maintains at all times an adequate insurance policy covering theft or destruction of the contents of the premises.
30. The Customer agrees, upon demand, to indemnify the Supplier against all losses, damages, injury, costs and expenses of whatever nature suffered by the Supplier to the extent that they are caused by:
 - 30.1 Designs, drawings or specifications provided by the Customer to the Supplier in respect of the Installation.
 - 30.2 Modifications made to the System or damage to the System by a Customer or a third party.

- 30.3 Any failure of the Customer, to have any, or any adequate insurance policy covering items within the premises to which the System is fitted.
- 30.4 The Supplier's, exercise of the option to seek recovery of goods in accordance with clauses 16 to 20.
- 30.5 Any failure of the customer to complete any additional work identified in accordance with clause 32.
31. The Customer shall inform the Supplier prior to the commencement of any of the Service(s) referred to in clause 8, that the Customer has authority to deal with the System in question.

Additional Works

32. The Price is based upon the Supplier being able to carry out work on and at agreed dates and times. Normally, between 9 – 5 Monday to Friday, excluding bank holidays. In the event that the Supplier is unable to complete work on any agreed date or time as a result of an inability to gain access to the premises or due to restrictions being placed on the Supplier's activities by the Customer or their agents (including other building trades) the Supplier will invoice the Customer for lost time at a reasonable daily rate for each employee or agent of the Supplier who was unable to work as anticipated.
33. The Price is based upon an assessment carried out with due care and skill of the required work by the Supplier at the outset. In the event that in the course of providing the Service(s) referred to in clause 8 the Supplier discovers a requirement for additional work that was not identified despite the due care and skill in the original assessment the Supplier will identify such work to the Customer in writing. The Customer will complete such work within 14 days of being informed in writing or will instruct the Supplier to complete such work at extra cost. In the event that the Customer does not complete such additional work the Supplier will be permitted to invoice the Customer for the full contract price with immediate effect and will only complete the Service(s) referred to in clause 8 so far as is practicable.

Assignment / Subcontracting

34. The Customer may not assign, in whole or in part, any of the rights or obligations arising under the Agreement without the written consent of the Supplier.
35. The Supplier may sub contract all or any of the work related to the Agreement without obtaining the consent or giving notice to the Customer.

Warranty

36. The Supplier warrants that faulty goods or services making up the Service(s) referred to in clause 8 will be without fault for a period of 12 months. Any fault identified within this period will be repaired and any faulty item replaced free of charge by the Supplier.

Force Majeure

37. Any failure by the Supplier to perform any of its obligations by reason of any cause beyond the control of the Supplier shall be deemed not to be a breach of these Terms and Conditions.

Third Party Rights

38. A person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. This clause does not affect any right or remedy of any person which exists or is available other than pursuant to this Act.

Termination

39. The Company may terminate this contract in writing giving one months notice, or immediately if payment for monitoring and maintenance due is not paid on renewal or

If the customer enters into liquidation, receivership, administrative receivership or enters into a composition with its creditors or if the customer is an individual in the case of death, permanent incapacity or bankruptcy, or the customer has committed a breach of any of these conditions.

The customer may terminate the contract by giving one months prior written notice of termination, and any monies outstanding are paid in full, and the contract has run a minimum of 12 months.

Upon termination the Installer shall not be obliged to refund the Customer any part of the charges

Severability

40. If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provisions eliminated.

Data Protection

41. In installing the System under this Agreement the Supplier may process personal data belonging to the Customer. The Supplier hereby warrants to the Customer that in such circumstances it will in respect of such personal data observe all its obligations under the Data Protection Act 1998 ("**DPA**") and will indemnify the Customer against all breaches of the DPA by the Supplier in respect of the Customer's data.

Environmental Protection

42. The Supplier will comply in all respects with the Environmental Protection Act 1990 and the Noise and Statutory Nuisance Act 1993 so far as is applicable in relation to the installation of the System.

Adjudication

43. If the Housing Grants, Construction and Regeneration Act 1996 applies to these Terms and Conditions then:

43.1 If any dispute or difference arises out of or in connection with these Terms and Conditions, any party may by notice given to every other party to the agreement at any time refer the said dispute or difference to adjudication to be conducted in accordance with the Adjudication Provisions of the Scheme for Construction Contracts prescribed under the Housing Grants, Construction and Regeneration Act 1996.

43.2 The said adjudication shall be conducted by an adjudicator appointed by agreement between the parties or in default of agreement, the referring party shall request the Centre for Dispute Resolution being a nominating body under Clause 2(1)(b) of the said scheme for these purposes to select a person to act as adjudicator.

44. If the Housing Grants, Construction and Regeneration Act 1996 does not apply to these Terms and Conditions either party may request by notice in writing, with record of posting, that the dispute be referred to mediation by a person agreed between the parties. Should the parties agree to mediation but fail to agree upon the person to mediate within seven days of such a request being made, then either party may apply to the National Security Inspectorate ("**NSI**") for the appointment of a mediator and such mediation will be conducted in accordance with guidelines for mediation published by the Academy of Experts.

Jurisdiction

45. The Agreement (and any proceedings whereby one party may be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.