

PFS SECURITY SYSTEMS - TERMS OF TRADING

1.0 DEFINITIONS

- 1.1 In this agreement the expression "Specified System" applies to applicable "Alarm System" / "CCTV System" / "Fire Alarm System" / "Access Control System" means the equipment and materials set out in the specification to be installed in or about the premises. This includes all parts thereof and all accessories supplied by the Company therewith and any additions, attachments, alterations or improvements there to and all renewals and replacements thereof, but (in the case of Central Station Monitoring, does not include the telephone connections (as defined below) notwithstanding that the same may be referred to in the specification.
- 1.2 In this agreement the expression "Telephone/Broadband connections" means apparatus. Equipment, lines and connections supplied by a recognised Telecommunications Company, a necessary requirement for the operation of a Monitored Alarm System / CCTV System / Fire Alarm System.

2.0 INSTALLATION

- 2.1 Installation of the "Specified System" shall be deemed complete when the control keys/tags or codes are handed over to the customer.
Notwithstanding that at the time the Telephone Connections have not been installed or connected by the telecommunications Company and / or the Customer has failed to fulfil their obligations (if any) under this agreement and as set out in the specification, and / or any work remains to be carried out by the Customers' Contractors. The Customer shall afford to the Company and its employees full access to the premises for the purpose of installing the "Specified System". While every effort will be made to install the "Specified System" as soon as practicable, the Company will not be liable for any delay in installation.
- 2.2 The Customer shall, at their own expense, provide a suitable supply of electricity and the power points necessary for the operation of the "Specified System" (unless otherwise agreed in writing).
- 2.3 The Customer shall, at their own expense, obtain all necessary wayleaves, consents and approvals for the Installation, alteration, additions, operation and maintenance (as applicable) for the "Specified System".
- 2.4 The cost of any reinstatement or redecoration of the premises or its fittings or contents made necessary by the Installation, maintenance, testing, repair, adjustment, alteration, removal or use of the "Specified System" shall be borne by the Customer. It is the Customers responsibility to remove any valuable items etc from the areas in which the work will be carried out. The Company hereby undertake to exercise all reasonable care carrying out its work.

2.5 IN THE CASE OF A CENTRAL STATION SYSTEM

- 2.5.1 The Customer, shall at their own expense procure any necessary License or Authority and produce the Telephone connections to be installed, including the provision of a Block Terminal to be fitted adjacent to the Control Unit and pay such charges for Installation and rental as may from time to time become due from the Telecommunications Company.
- 2.5.2 The Company shall have no obligation with regards to the Installation or maintenance of the Telephone connections, notwithstanding any assistance which the Company may volunteer to the Customer in connection with the Customers obligations under paragraph 2.5.1 above.
- 2.5.3 The Telecommunications Company shall not be deemed to be the agent of the Company for any purpose, and the Company shall not be liable for any delay on the part of the Telecommunications Company in the installation and connection of the telephone connections.
- 2.5.4 Until the Company has been notified in writing that the telephone connections have been installed and connected, the obligations of the Company hereunder relating to the maintenance shall be obligations in relation to an alarm system without the telecommunication companies' telephone connection.
- 2.5.5 The Company shall not be responsible for any delay in Police Response due to the Customer not returning the appropriate Police Paperwork and/or applicable cheque/payment for the Police.

3.0 PROPERTY

3.1 The "Specified System" remains the property of the Company until all payments due are made in full.

If the work is being carried out via a third party (i.e. builder etc), then they should make clear to their client that the equipment remains the property of the Company until paid for by the third party, regardless as to whether payment to the third party has been complete by their client.

4.0 PAYMENT

4.1 The Customer shall pay the Installation, additions, alterations and maintenance charges specified in the agreement and/or specification, upon Handover /Completion.

4.2 The charges specified are calculated on the basis that the Company is able to obtain access to the premises without delay and that the specified work is carried out and completed without interruption on consecutive days (excluding Weekend & Bank Holidays) during normal working hours (9.00am - 5.00pm). If the expense to the Company is increased by any delay in obtaining access or by the Company complying with a request by the Customer to interrupt its work, or to work outside normal working hours, then the Company shall be entitled to make an additional charge.

4.3 All charges referred to in this agreement and/ or the specification/quote are exclusive of VAT, unless otherwise stated. Accordingly, VAT where chargeable shall be added to such charges at the current VAT rate.

4.4 Credit terms are 21 days ONLY. If at ANY TIME payment from the Customer to the Company is overdue for a period of 21 days or longer, the Company shall not be bound to perform any of its obligations hereunder. The customer shall pay sums hereunder on the due date or on demand.

All payments overdue for 21 days or longer shall be subject to a Late Payment Administration charge (under the Late Payment of Commercial Debts (interest) Act 1998 - this charge will also apply to domestic customers) plus interest at 8% above the current BoE base rate. All charges incurred in recovery of the outstanding amount shall be added to the outstanding amount and shall be due for payment as and when they are incurred. If court action is required to secure payment an additional £50.00 + VAT administration charge will be added to the account.

4.5 Any invoice disputes must be notified to the Company IN WRITING within 21 DAYS of the date of issue of the invoice, if any dispute is not received within 21 DAYS then the dispute will be deemed invalid.

5.0 CUSTOMER OBLIGATIONS

During the continuance of this agreement the customer shall: -

5.1 Not adjust, alter or interfere in any way whatsoever with the "Specified System", nor permit any third party to have access to the "Specified System" or to inspect, test, repair, adjust or alter in anyway whatsoever.

5.2 Use and operate the "Specified System" with reasonable care and in a manner to preserve its proper and efficient working.

5.3 Promptly give the company and its employee's access at all reasonable times to the "Specified System", to the premises and the facilities therein to enable the Company to inspect the state and condition of the "Specified System" and to perform its duties.

5.4 Pay to the company on demand, the cost of alteration or extension of the "Specified System" which may be required by the customer.

5.5 In the event of any default by the customer under this agreement, pay to the Company all expenses (including legal costs on a full indemnity basis) incurred by the Company in enforcing the provision of this agreement.

6.0 MAINTENANCE

6.1 The Company will during the period of any maintenance agreement, at intervals laid down by applicable British Standards currently in force (at the date the maintenance agreement was undertaken) inspect, test and adjust the Specified System and (where possible – refer to 6.1.1) leave it in working order in accordance with its applicable British Standard, provided that the Customer shall afford the Company and its representatives full access to the Specified System and premises for this purpose.

Minor repairs required as a result of the maintenance inspection *may be* undertaken during this visit, any other repairs identified will be completed at a later date. (Additional costs for time & materials apply).

- 6.1.1 Phone lines and routers etc are not part of a maintenance inspection. Any faults, apps requiring reinstatement onto mobile devices or in the event of the customer changing service providers/routers etc will incur additional costs for repair/reinstatement of these facilities - this work will not be undertaken during a maintenance inspection.
- 6.1.2 Unless otherwise agreed in writing; any consumables (including batteries) replaced during any maintenance inspection will be charged in addition to the agreed maintenance fee.

7.0 MONITORING CONNECTIONS

- 7.1 In the case of a Central Station Monitored alarm system, the Company will provide a monitoring service in accordance with the terms set out in the specification. Should our payment terms for charges raised not be met, we reserve the right to disable the monitoring connection.
- 7.1.1 In the case of Cloud connections, this is provided by a third party therefor the Company cannot accept any responsibility for any loss of this facility or data stored. Should our payment terms for charges raised not be met, we reserve the right to disable the cloud connection.

8.0 REPAIR

- 8.1 The customer shall be entitled, at any time to call upon the Company's emergency service and the Company will repair or replace free of charge any equipment relating to the "Specified System" which is or becomes defective as a result of a fault in its design, manufacture or its installation and maintenance by the Company during the period of 12 months following the date of completion of the installation. This is subject to a valid maintenance contract being in place, if a maintenance contract is not in place then warranty repairs etc will be carried out only during normal working hours (09:00-17:00 on weekdays, excluding bank holidays). Any out of hour's calls will incur additional charges at current non-maintained callout rate.

Provided always that

The Customer will be liable for the cost of any work, repairs and renewals to the "Specified System" resulting from damage to the "Specified System" by fire, flood, fumes, storm, subsidence or any other risk normally covered by a comprehensive policy of insurance of building accident.

Neglect, misuse of or unauthorised interference with the "Specified System", deleterious substances, theft, breaking and/or entering, riot, commotion, force majeure, act of god, structural/environmental conditions, inevitable accident or the act of any third party and the customer shall pay the Company for all labour and materials (including batteries and lamps) used to restore damaged caused to the "Specified System" by any such means.

- (i) The Company supplies standby batteries for short-term emergency use only.
- (ii) The Company shall not be held liable for delay in effecting any repair or replacement as a result of any cause beyond the control of the company.

- 8.2 Notwithstanding anything herein before contained, the Customer shall pay the company for all labour and materials used to repair or replace defective items forming part of the "Specified System" which requires repair or replacement at any time after twelve months from the date of installation.

- 8.3 Existing equipment not supplied and/or installed by the Company will not be covered by any warranty. PFS Security reserve the right to charge callouts received after 14:30 on working days as 'out of hours'.

9.0 Liability

9.1 The customer will take all necessary steps to minimise false alarms. It is the customers' responsibility to test the "Specified System" on a regular basis and to report to the company any defects forthwith.

9.2 The customer will be responsible for any charges made by police or fire brigade howsoever caused.

9.3 The customer determines the level of security he/she requires. "Specified System" are installed to comply with current British Standards and are thoroughly tested before handover to customers.

9.4 As the company is not an insurance company and cannot cover insurance of the property protected, it is the Customers obligation to insure and maintain insurance cover of the property protected against all risks. The Company recommend that the Customer confirms that the "Specified System" meets with the Customers insurance requirements (If applicable).

9.5 The Company shall not be liable for any loss or damage howsoever caused.

9.6 The specification having been prepared based on the Company's prior inspection. At the time of inspection, the existing structure, physical layout, fittings, position of its contents (including stock), structural/environmental conditions and the information given to the Company regarding the nature of the use of the premises is taken into consideration in preparing the specification.

The Company shall not be liable for any loss or damage whatsoever arising out of the impairment of the satisfactory operation of the "Specified System" as the result of any change occurring to the: - existing structure, physical layout, fittings, position of its contents (including stock) and the information given to the Company regarding the nature of the use of the premises. Since the date of the preparation of the specification (whether before or after the date of this agreement).

9.7 The customer shall indemnify the Company against all claims and demands made upon the Company by reason of any loss or damage arising out of any of the circumstances specified in clauses 9.1, 9.2, 9.3, 9.4, 9.5 and 9.6 as above.

9.8 The Company does not guarantee the integrity of any existing system or equipment not supplied and/or installed by the Company.

10.0 Maintenance Contracts

10.1 Maintenance of the "Specified System" is on an annual basis (bi-annual for police response) and charged according to the size of the installation.

10.2 The Company reserves the right to increase the annual charge in the case of any increase in costs and outgoings.

10.3 The "Specified System" will be installed/maintained and commissioned to the British Standard as applicable at time of installation.

10.4 The Company will operate preventative maintenance/emergency 24-hour service in accordance with the relevant British Standard (Intruder alarm & Fire alarm systems only). Out of hour/emergency callout not available if valid maintenance contract not in place. Warranty repairs on systems with no maintenance contract will be undertaken during normal working hours only. Refer to 8.1 for further details.

10.5 All systems are subject to a minimum three-year contract, with service visits annually after the completion of the installation. Cancellation determined by twelve months' notice to the Company in writing.

Note - the installation price is based on a 3-year contract being taken up, however the maintenance contract is fully negotiable prior to signing.

Maintenance including RISCO Cloud – In the case of the "Specified System" incorporating RISCO Cloud this facility will be cancelled in the event of the maintenance contract being cancelled or not paid for within 21 days of invoice date.

11.0 General

11.1 On the signing of this contract it is agreed that the Company will have no liability for a "Specified System" that is not covered by a maintenance agreement with this Company.

- 11.2 Any work, alterations, additions etc carried out on the "Specified System" by anyone other than the Company's own appointed engineers will render guarantees null and void.
- 11.3 The company shall be entitled to assign this agreement of any right or rights hereunder to any other firm or company.
- 11.4 The expression 'The Company' shall where the context admits include the company's successors and assigns.
- 11.5 Any notice required or permitted to be given to the customers under this agreement shall be validly given if left at, or sent by, pre-paid post to the customer at the premises and if sent by post shall be conclusively deemed to have been received by the customer within forty-eight hours after the time of posting.
- 11.6 No relaxation forbearance or delay by the Company in enforcing any of the terms and conditions of this agreement of the granting of time or any other indulgence by the Company to the Customer shall not prejudice, affect or restrict the rights and powers of the company hereunder nor shall any waiver by the Company of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.
- 11.7 The contents of the specification shall be read with and form part of this agreement, but in the event of any inconsistency this agreement shall prevail.
- 11.8 No variation of this agreement shall be of any effect unless in writing and signed by the authorised signatory of the company and by or on behalf of the Customers Authorise signatory respectively. No servant of the Company has any authority to vary the provisions of this agreement save as aforesaid.