

DSC ALARMS LIMITED trading as dsc security

STANDARD TERMS & CONDITIONS

THE AGREEMENT

These conditions for the supply, installation and maintenance of the Company's products & systems are made on these conditions. The customer, employee or his servant, or agent of the Company, or their employees or agents have no authority to add or vary these conditions, unless any such addition or variation is authorised in writing by the Company. The Maintenance Agreement shall become effective upon the day of Handover.

1. DEFINITIONS

In these conditions the following words shall have the meanings set forth:

- 1.1 Company** is DSC Alarms Limited trading as dsc security
- 1.2 Customer** is the Person/Company/Institution/Body for whom the Specification and Estimate/Quotation has been prepared or whoever the Company shall enter into negotiations and/or contract with for the supply of goods and/or services
- 1.3 System** is the security equipment and materials installed as described and set out in the current Specification
- 1.4 Estimate** is the estimate of cost and information set out therein which relates to the cost of the equipment installed, the options required or available to the Customer and the cost of installation. Reference herein to the **Specifications** shall mean the report produced by the Company to the customer pursuant to which the Estimate has been prepared
- 1.5 Acceptance Copy** is the copy of the specification and estimate which is to be completed and signed by the customer and returned with the appropriate deposit before any work can commence
- 1.6 Normal Working Hours** are from 8.30am to 5.30pm Monday to Friday inclusive, except for Public & Bank Holidays
- 1.7 Outright Sale** the Company sells to the Customer the system as installed and described in the current Specification and the system becomes the property of the Customer on full receipt of the cost of the installation with the exception and exclusion of any remote signalling device connected to a British Telecom exchange line (or any other exchange line) and the Company shall retain ownership of this equipment
- 1.8 Handover** is the date on which the system has been completed by the Company and the Customer has been issued with the keys, user codes, proximity setting tags and operating instructions (if applicable) notwithstanding any work that may be required to be completed by British Telecom or any other contractor
- 1.9 NACOSS Gold Compliance Certificate** is the document provided by the Company to the customer to certify that the installation has been installed and commissioned under control of the Company's Quality Management System (identified on our NSI Certificate of Quality Assurance) that complies with the Standard or Code of Practice applicable and with all other requirements as currently laid down under the NACOSS Gold approval scheme of the **NSI** (National Security Inspectorate). A NACOSS Gold Compliance Certificate will be issued by the Company and sent to the Customer once full payment for the installation has been received. NACOSS Gold Compliance Certification applies only to Intruder Alarms, CCTV & Access Control Systems
- 1.10 Maintenance Visit** is the periodic visit by the Company's engineers to inspect and service the system to comply with British & European Standards currently in force. The audible only Intruder Alarm systems require a maintenance visit approximately every 12 months, the first being approximately 12 months from the date of handover. The remote signalling systems providing Police response require a maintenance visit approximately every 6 months the first being approximately 6 months from the date of handover. CCTV & Access Control Systems require a maintenance visit approximately every 12 months
- 1.11 Emergency Service Calls** are available on a 24-hour basis and are designed to provide our Customers with an emergency service to comply with British & European Standards currently in force. The appropriate call-out charge is made for an Emergency Service Call where, the fault is not caused by an alarm system problem but caused by outside influences, or if the system is under an Annual Maintenance Agreement the type of which does not cover the cost of call-outs for whatever reason. There is no charge for a fault caused by a problem with the alarm system within the guarantee period or under the appropriate Maintenance Agreement, the type of which covers such eventualities
- 1.12 Remote Signalling** is an option for a security system to be monitored by an NSI approved Alarm Receiving Centre (ARC). If this option is installed, the system will send any notification signals to the ARC who will in turn act on any signals received according to their procedures. An unconfirmed (single incident) will result in keyholder notification of events and a confirmed activation (2 separate incidents within a designated period of time indicating the likelihood of an intruder) will result in the relevant Police Authority being notified. The Police Authority can only be notified if the ARC has been provided with at least 2 keyholder names and a Unique Reference Number (URN) from the relevant Police Authority following the submission of a URN Application and the appropriate payment from the customer. The customer must allow 2 working days from the receipt of new keyholders or changes in keyholder details at the Company before they become live details at the ARC. Please note that if the ARC does not have at least 2 keyholders or a Professional Keyholding Company offering a 24 hour service on file, your system will not receive a Police response to a confirmed activation

2. GUARANTEE

- 2.1** The System installed by the Company shall be in accordance with the current Specification and is designed to comply with British & European Standards currently in force
- 2.2** The System is guaranteed against defects due to defective materials or workmanship for 12 months from the Handover date. If an extended warranty is paid for, the guarantee shall be subject to the limitation set forth herein, be accordingly extended for that duration. The Company undertakes at its discretion to repair or replace the system or any part thereof at its own cost or refund to the Customer either the whole or a proportion of the charge paid by the Customer in respect of the system provided

- 2.3** This Guarantee does not cover defects caused to the System due to the negligence or wilful act or default by the Customer his employees or agents or damage to the System caused by accident, weather, animals, vermin, insects, power failures, power surges, Acts of God, or any telephone line faults and the Customer shall be liable for any charges from Emergency Service Calls made by the Company as a result of the aforementioned

3. THE ESTIMATE/QUOTATION

- 3.1** The Company's Estimate/Quotation (which is valid for a sixty day period from the date of the Estimate/Quotation) is based upon the costs ruling at that time, however in the event of any unforeseen increase in labour and/or materials it is agreed that such an increase shall be borne by the Customer and shall not give rise to any right by the Customer to cancel the contract to install security equipment
- 3.2** The Estimate/Quotation is based on the Company being given unrestricted access to the Customer's premises during normal working hours and the installation of the system being carried out without delay however caused by the Customer and in accordance with the Company's working code of practice. The Customer is also required to give unrestricted access to the Company during normal working hours for the purposes of carrying out any maintenance obligations and emergency call-outs. Additional charges will be made for work required to be carried out outside normal working hours
- 3.3** If the installation of the System is impeded by any delay however caused by the Customer or any contractor engaged by or for the Customer, or the Company has to depart from the normal working procedure for any reason, the Company shall be entitled to make a reasonable extra charge in addition to the Estimate/Quotation
- 3.4** The Customer shall advise the Company of the existence of and point out to the Company's engineer the location of concealed water, gas, electricity, telephone or other service wiring or pipes before work commences in the absence of such advice, the Company cannot accept liability for any damage whatsoever neither can the Company be responsible for any damage caused by structural defects or similar matters inside or outside the premises
- 3.5** The Company reserves the right to increase charges for Annual Maintenance Agreements. Monitoring Charges and 24-hour emergency service calls at the company's discretion to reflect inflationary rises
- 3.6** The Customer shall pay all charges levied at any time against the system or the Company by authorities such as the Fire Brigade, Constabulary or similar organization irrespective of the reason or cause for such charge being levied

4. CUSTOMERS USE OF THE SYSTEM

- 4.1** The Customer shall use and operate the system with reasonable care and in accordance with the Company's instructions and system operating instructions
- 4.2** The Customer shall not allow any person to have access to any part of the System other than a representative of the Company producing the Company's employee photo identification card, or an NSI representative producing an NSI photo identification card
- 4.3** The Customer shall not interfere with the system or its operating performance and the Company shall not be liable in any way whatsoever following interference by the Customer
- 4.4** The Customer shall report at the earliest opportunity any fault or defect in the system

5. PAYMENT

- 5.1** On the Customer's acceptance of the Estimate/Quotation by return of the Acceptance Copy, the deposit as specified on the agreement shall be paid to the Company and no work will be commenced on the specified systems until such deposit has been paid and the Acceptance Copy received. The balance monies shall be paid on the Handover date notwithstanding any work which may still have to be completed by British Telecom, any other line provider or any third party reliance on whom is needed to make the System operable. The payment of the outstanding balance will conclude the outright sale of the system
- 5.2** The Company's engineers have been instructed not to hand over the keys, user code, tags or operating instructions until the Customer has signed the Company's Handover form confirming that the specified system has been completed to their satisfaction
- 5.3** Title to the System shall not pass to the Customer until payment in full of all invoices and charges shall have been made to the Company by the Customer and the Company shall be entitled to withhold delivery of keys, user codes, tags or operating instructions for the system until payment has been received in full. Notwithstanding the foregoing, all risk attaching to the System shall pass to the Customer upon delivery to the Customer of the same. From that time it is the Customer's responsibility to safely store or protect the same or if the Customer feels appropriate to insure the System
- 5.4** Where existing protection/wiring is to be incorporated into the system, it is on the assumption they are in good working order. Should this not be the case, any work replacing or wiring these items up to an acceptable standard will be charged for on a time, material and travelling basis, in addition to the Quotation price
- 5.5** Payment of all invoices submitted to non-account customers by the Company shall be made within seven days of the date of the invoice. Failure by the Customer to make payment within the seven day period shall entitle the Company to charge interest on any amount outstanding from the date of invoice until the date of full payment to the Company at a monthly rate of 3% over base rate from time to time of Barclays Bank PLC but this interest charge on outstanding accounts shall not alter any of the Company's other rights in the event of the Customer failing to effect payment within the said seven day period
- 5.6** Failure by the Customer to pay the Company any monies due for the Annual Maintenance Agreement or Monitoring charges due within one month after the date of invoice or if the Customer commits any other breach of the conditions hereof the Company shall be entitled to terminate these Agreements or services by giving the Customer seven days notice in writing
- 5.7** Without prejudice to any other right, the Company shall be entitled to reclaim the System (whether or not installed) if the Customer fails to make payment on Handover and the Customer hereby undertakes to grant access to the relevant premises where the System is installed to the Company, its employees or contractors for this purpose

6. LIABILITY OF THE COMPANY

- 6.1** The Company acknowledges liability in respect of death or personal injury arising from the negligence of the Company

- 6.2** Although the System (if properly operated by the Customer) is designed to reduce the risks of loss and/or damage, the Company does not represent or warrant that the system may not be neutralised, circumvented or otherwise rendered ineffective by intruders or other unauthorised persons and in such event no liability shall attach to the Company in respect of any loss or damage sustained by the Customer howsoever caused. The Company has no special knowledge of the nature and the value of the property intended to be protected by the system (both building and contents). The Customer acknowledges that the extent of loss or damage which could be caused by intruders, or by attack on the premises, is disproportionate to the sums which can reasonably be charged by the Company for the supply and maintenance of the System
- 6.3** The Customer agrees that the Company shall not otherwise than through the negligence or breach of these conditions by the Company be liable for any loss of or damage to the premises or any property therein or the death or injury of any persons therein caused by breaking in, theft or malicious damage, riot or civil commotion by reason of failure of the System to operate at all or correctly due to any inadequacy in design installation or maintenance of the System or by reason of any failure to transmit signals between the premises, Alarm Receiving Centre and the Police howsoever caused where the same are to be transmitted
- 6.4** Any liability of the Company through negligence or breach of contract by the Company for any such loss, damage, death or injury shall under no circumstances whatsoever cover indirect or consequential loss. In the event of liability the aggregate amount of any such liability shall not exceed the original installation value of the System exclusive of Value Added Tax or an amount not exceeding 20 times the annual Maintenance charge payable in respect of the year during which such claim shall accrue, whichever is the greater. The Customer agrees to indemnify the Company in respect of such liability incurred in excess of the said total amount from third parties
- 6.5** The Customer must inform the Company in writing of any incident or circumstances whatsoever which gives rise to any claim whatsoever by the Customer against the Company within seven days of the occurrence, the incident or circumstance. Such information must include the full details known to the Customer of the date, time and circumstance and cause of any loss or damage the basis of any claim of possible damage against the Company (its employees agents and contractors) and of all damage or loss incurred or suffered by the Customer or any other person. No claim will be considered unless this condition is strictly complied with, and any breach whatsoever of the Customer obligations shall release the Company from its liability (if any) in this respect or arising from such incident or circumstance
- 6.6** The limitations of liability referred to in this condition 6 are subject to the provisions of the Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1994 in so far as they may apply to the Customer where he is a consumer or otherwise as the case may be. Where pursuant to the aforesaid legislation the conditions may be deemed unreasonable by any competent Court the said condition shall where possible be curtailed or modified in such a manner as would make it reasonable
- 6.7** The Company will not accept any liability arising from the withdrawal on notification of Emergency Response (unless directly caused by failure of the Company to meet its obligation hereunder)

7. TELECOM

- 7.1** The Customer shall pay the cost of any British Telecom (or any other line per telecommunications provider) line or connection required for operating the system and any cost required due to change of telephone numbers change or alteration of the type of British Telecom or other exchange equipment or any other reason

8. TERMINATION AND REMOVAL

- 8.1** This agreement may be terminated within 72 hours from the date of order by either party giving notice in writing to the other. The deposit less an allowance for costs incurred by the Company shall be returned to the Customer within 30 days. These costs shall be reasonably determined by the Company. After this 72 hour period the deposit is not refundable
- 8.2** Termination by the Company may take effect by notice in writing at any time should the Customer commit an act of bankruptcy, have a Receiver appointed of its undertaking or assets or any part thereof or make arrangements with or for the benefit of its Creditors or goes into liquidation other than for the purpose of reconstruction or amalgamation or is in arrears with any payment for a period of one month or more
- 8.3** **REMOTE SIGNALLING SYSTEMS (ONLY)** The Customer shall give the Company three months notice in writing of any intended termination of contract and the Customer shall permit access to the premises, protected by the System, by a representative of the Company to remove the Remote Signalling Device. The maintenance agreement shall be terminated by at least three months notice in writing by either party to the other

9. RISK LOSS OR DAMAGE

- 9.1** Equipment installed or awaiting installation and all other property of the Company at the Customer's premises shall be at the sole risk of the Customer. The Customer is liable to pay to the Company within 30 days the full cost of any necessary repair or replacement of such property or equipment of the Company as a result of theft, burglary, malicious damage, fire, water, storm or tempest or structural defect or any cause outside the control of the Company. The Customer shall insure the same against all normal risks under a comprehensive insurance policy to the full replacement value

10. GENERAL

- 10.1** The Company shall not be liable to the Customer by means of its failure to perform any of its obligations under this agreement by any particular time or at all if such failure is due to or results from breakdown of plant apparatus, fire, explosion, accident, strike, lockout or other industrial action or any other event or cause beyond its control
- 10.2** The Company shall be entitled to transfer or assign all or any of its rights in this Agreement
- 10.3** The headings set out herein are for ease of reference and do not form part of these conditions
- 10.4** These conditions shall be governed and construed in accordance with English Law and the Company and Customer hereby agree to submit to the exclusive jurisdiction of the English Court.