

TERMS AND CONDITIONS OF BUSINESS

1 DEFINITIONS

“**THE COMPANY**” is Scorpio Fire & Security 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 PREMISES**” are the Premises set out in the Specification.

“**THE INSTALLATION**” is the installed system defined in the Specification.

“**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, Specification, Maintenance and Acceptance together with these Terms and Conditions.

“**SPECIFICATION**” means the design specification which defines the level of protection, surveillance or access afforded by the security Installation. It is an integral part of this Contract.

“**ESTIMATE**” 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 (e.g. 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 Completion Certificate has been signed.

“**PREVENTATIVE MAINTENANCE**” means the routine inspection of the Installation to verify that it continues to function in accordance with its Specification 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 these Terms and Conditions along with any other requirements defined in the Specification. For the purposes of interpretation, where the requirements of the Specification conflict with any clauses of these Terms and Conditions, the Specification requirements shall take precedence. All other terms and conditions not contained in or implied by the Contract are excluded. Nothing in these Terms and Conditions, either stated or implied, shall detract from the Customer’s statutory rights.

3 COSTS

- i) The quoted costs may be revised if:
 - a) you want the work carried out more urgently than agreed, or
 - b) you change the Specification, 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, or d) there are any other special circumstances we were not aware of when supplying our original quotation.
- ii) All telephone line installation, rental and call charges are the responsibility of the Customer.
- iii) If you are late in paying us, we may charge you interest at the rate of 4% per year over the base rate of Barclays Bank plc from the due date until the date we receive payment. You agree to take reasonable care of the Equipment on our behalf until you have paid for it.
- iv) If our labour or material costs increase after twelve months, we may give you two months’ notice of any increase in our annual maintenance charges.
- v) Installation work is normally carried out during usual working hours of 9.00am to 6.00pm Monday to Friday except statutory holidays. Requests made by the Customer to install outside these hours may incur additional charges. See 3(i) above.
- vi) Unless otherwise agreed in writing, the Quotation does not include additional work such as redecoration, carpet laying or building work, although we will take all reasonable care of your premises. 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, 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 7 (i). Any equipment which remains the property of the Company shall be defined in the system Specification. We reserve the right to recover such equipment on termination of the maintenance contract.

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 Specification. We will always seek your agreement should changes to the specification be required during 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 Completion Certificate to sign. We will give you a Certificate of Conformity when the Equipment has been paid for in full.
- iii) We agree that, if any of the Equipment or our workmanship is faulty in the first twelve months, it will be repaired or replaced at our expense, including call-out, provided you let us know as soon as the fault occurs.
- iv) The annual maintenance and remote monitoring facilities commence upon completion and handover of the installation and continue from year to year upon payment of charges presented until cancelled in writing giving not less than two months’ notice.
- v) Out of hours callouts are not guaranteed on non-contractual customers.

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 installation charge when it is 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 our Contract less than four days before installation, we may charge you for any equipment we have bought for your Premises and make a reasonable charge for 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.

6 MAINTENANCE, SERVICE AND MONITORING

- i) In return for payment of the maintenance charge, 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 BS4737 (or its successor,) our response to emergency calls will be within four hours of your request, or before the Equipment needs to be set, 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 (e.g. 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) Customers should be aware that modern alarm systems are driven by electronic firmware which is accessed via a unique engineers code. This code will not be disclosed to anyone who is not a technician employed by the company. The firmware has to be protected from unauthorised access as it could seriously undermine the integrity of the security system. *The company reserves the right to lock the code to prevent personnel not employed by the company from causing damage or reverting the system to factory set codes.* If a customer requires that the code should not be locked then a disclaimer will have to be signed by the customer exonerating the company from liability. *In the event that the contract is not renewed the company reserves the right to make the customer pay an advanced and cleared payment for attending the premises to revert the engineers code to the factory set code.*

7 LIABILITY

The Company does not know, and shall not be deemed to know, the true value of the Customer’s property or premises and is not the insurer thereof.

- i) 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.
- ii) The Company has provided limited insurance cover for itself with indemnity for claims made against it in respect of accident, injury, loss or damage. Cover also extends to failure to perform and wrongful advice given unwittingly. A copy of the relevant insurance schedule is available to the Customer upon request.
- iii) 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. The Company accepts no liability for claims falling outside the ambit of the indemnity referred to in Clause 7 (ii) above and the Customer is advised to arrange sufficient insurance cover in respect of claims arising due to injury, loss or damage howsoever caused.
- v) Like all electronic equipment, the system could fail in rare and exceptional circumstances and the Company cannot guarantee that it will be operational at any specific time or for any specific period. The Company will explain what regular tests can be performed to verify that detection equipment is operational between routine maintenance visits carried out by the Company.
- vi) The terms and conditions given in this contract do not affect your rights under the Sale of Goods Act or Unfair Contract Terms Act.

8 TERMINATION

- i) Either the Customer or the Company can terminate the Contract by giving not less than two months’ written notice. If you wish to terminate the Contract with less than two months’ notice, the Company reserves the right to charge the next year’s costs of any monitoring charges if these have already been paid in advance by the Company on your behalf.
- ii) The Company may terminate this Contract should the Customer breach any of its conditions 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 the payment outstanding. In such circumstances, seven days notice of cessation of any remote monitoring will be given by the Company.
- 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 Company reserves the right to remove logos, nameplates, motifs or any other Company identity from the Equipment.

9 FORCE MAJEURE

Any failure by the Company to fulfil any of its obligations under the terms of this Contract due to reasons beyond its control shall not be considered a breach of this Contract.

10 APPLICABLE LAW

This Contract is governed by the laws of England and Wales, Scotland or Northern Ireland as the case may be and each party submits to the jurisdiction of the courts thereof.