

TERMS AND CONDITIONS

1. Definitions

- (a) "Agreement" means the quotation, the acceptance, the company's acceptance and specification together with these terms and conditions.
- (b) "The Company" shall mean Simply Alarming Security.
- (c) "The Subscriber" shall mean the customer and any assignees of this agreement
- (d) "The alarm system" means the detection devices, circuit equipment detailed in the specification.
- (e) "Specification" means the listed particulars of the system as designed for the Owner together with any modifications amendments or replacements notified to subscriber or agreed by the company.
- (f) "Monitoring System" means any remote signaling equipment forming part of the system connected to any alarm receiving centre.

2. Company's Obligations

- (a) The company shall install the system at the premises and shall sell to the subscriber the sale equipment at the sale and installation charge herein and maintain and where applicable connect the system to an alarm receiving centre, during the term of the agreement at the annual charge contained herein.
- (b) The company shall install the system in accordance with the relevant and current British Standard.

3. Subscriber's Obligations

- a) Shall be responsible for obtaining and paying for all necessary consents for the installation of the alarm system and shall give to the company access to the premises at all reasonable times to install, inspect, maintain and repair the alarm.
- (b) Shall pay to British telecom all such charges as may be made for the connection of the alarm system to the British Telecom telephone system and for the maintenance of this system by British Telecom.
- (c) Shall pay upon return of this agreement up to 50% of the sale and installation charge and the balance of the sales and installation charge together with the first annual charge to the company's representative on the completion date.
- (d) Shall pay the annual charge in advance within thirty days of the company's Maintenance invoice date.
- (e) Shall pay for all emergency calls for repair or reset of the alarm within fourteen days of the company's invoice date.
- (f) Shall comply with any local police force authority policy regarding the Operation of the fire system.
- (g) Shall not interfere with, alter or tamper in any way with the alarm system or allow any third party to do so.
- (h) Shall notify the company forthwith of any defect appearance or in any damage caused to the alarm system and permit the company to take whatever action the company considers necessary to rectify the same.
- (i) Shall at all times indemnify the company and its employees and agents in respect of any loss, damage or injury (including consequential loss and damage) suffered by any firm, company or property and against all actions, claims, demands, costs charges or expenses in connection therewith for which the Company may become liable howsoever caused to or by the same.

4. Company's Liability

- (a) The company has no special knowledge of the nature and value of the contents of the premises in which the alarm is to be installed or of the nature of the risks to the premises and their contents. The company therefore will from time to time be exposed and therefore limits its liability as set out below.
- (b) Although the alarm system is designed to reduce the risk 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 authorised persons and in such event no liability shall attach to the company in respect of any loss or damage sustained by the subscriber howsoever caused.
- (c) The company shall not be liable in respect of any loss or damage sustained by the subscriber arising from burglary, theft, robbery, breaking and entering, malicious damage, riot, commotion or any unauthorised entry where the same is due to the failure of the alarm system to function correctly or to the Inadequacies in the design, installation, construction, maintenance or repair of the system howsoever caused.
- (d) The company shall not be liable in respect of consequential or economic loss or damage of profit howsoever caused.
- (e) If notwithstanding conditions B and C here of any attaches to the company arising out of or in any way connected with any neglect or default on the part of the company or its employees, agents or subcontractors in the supply, installation, testing, maintenance or repair of the alarm system such liability shall be limited to a maximum sum of £1000 or 20 times the annual charge in respect of any or all claims.
- (f) The subscriber agrees to indemnify the company against any such liability as is referred to the preceding clause incurred by the company to third parties, howsoever caused in excess of the total referred to in the preceding clause.

(g) For the purpose of the contract and these terms and condition "howsoever caused" shall include negligence on the part of the company, its employees or agents and the expression "loss or damage" shall include liability to indemnify third parties.

(h) In respect of the monitoring system where this forms part of the alarm system company shall bear no liability for any loss borne by the subscriber including but without limitation; as a result of any call not received at the central receiving station for whatever reason or due to any cause whatsoever in circumstances where upon receipt of a call at the central station correct action has been taken in accordance with the procedures laid down from time to time; or as a result of any failure in communications system at the central station whether as a result of any breakdown in the equipment or due to faults in telephone lines, electricity supply, force majeure or otherwise.

(i) In the case of a consumer transaction these terms and conditions are not intended to prejudice any terms implied by status as to the quality or fitness to any particular purpose of any goods, and shall be of no effect in such a transaction if inconsistent therewith.

5. Warranty

- (a) The company will replace or make good any defective parts materials or workmanship which appear within one year of the installation due to normal fair wear and normal deterioration of the system.
- (b) The company will charge the subscriber for all visits, labour and replacement parts required including but without limitation circumstances where such visits repairs or replacement parts are required as a result of: fluctuation in the supply of electricity, malicious damage, misuse act or neglect of the subscriber, its employees, agents or third party; damage due to any natural causes, break in, attempted break in, nuisance, riot and civil disturbance, floods, fire, storms or explosions or sitting of equipment in an unsuitable environment on the subscribers explicit instructions.

6. Maintenance

- (a) The company will during the term of the agreement carry out routine visits to the premises and provide an emergency service in accordance with the current British Standards – provided that the cost of any repairs to or replacement of the system or any part thereof will be charged to the subscriber at the current rates and will be paid by the subscriber or presentation of the invoice.

7. Termination

- (a) The term of the agreement shall run for 5 years.
- (b) If the subscriber wishes to terminate the agreement three months notice in writing is required and is subject to the following terms.
- (c) Automatic termination of the agreement will take effect in the event of the following:
 - (i) If the subject is an individual, the death of the subscriber
 - (ii) If the subscriber is a partnership, the dissolution of the partnership
 - (iii) If the subscriber being a company shall pass into receivership or an order made for winding up of the subscriber
 - (iv) if the subscriber shall commit an act of bankruptcy or have a receiving order made against the subscriber or enter into any agreement with their creditors
- (d) In the event of the subscriber making default in payment of any of the charges herein or committing any breach of the provisions of this Agreement the Company may in its absolute discretion immediately determine the Agreement whereupon all obligations and liabilities on the part of the company hereunder shall immediately cease without prejudice to any right of action or remedy of company to recover any charges earned up to the date of termination and any sum which is or may become due under the terms of this Agreement.

8. General

- (a) The company may at any time after the expiry of one year from the installation date increase the annual charge or any other charge hereunder in the case of increased costs, expenses and outgoings by giving the subscriber one month's notice in writing notice stating the amount of the increase and the date on which it becomes payable and if the subscriber gives notice within the said period of one month objection to such proposed increase the company may terminate this agreement on three months' written notice or may continue the agreement on the terms and conditions in force before such notice (including this term).
- (b) All work carried out on installation and routine maintenance will during normal working hours i.e. Monday – Friday 9.00a – 5.00pm inclusive except for Statutory and common law Public and National Holidays.
- (c) The title of the alarm system shall not pass to the purchaser until the payment of the balance of the installation charges and in default of punctual payment thereof the company shall be entitled to enter upon the premises and to re-possess the alarm system.
- (d) These terms and conditions have been carefully prepared in conjunction with our lawyers. Consequently the company regrets that they cannot be altered, deleted or changed in any way.