

Flash Fire and Security – Terms and Conditions

Who are we? We are Flash Fire and Security Limited, Company Registration number 12218697.

Our Head Office is at: Lakeside House, 58A Arthur Street, Lakeside, Redditch, B98 8JY.

How can you contact us? We can be reached 24/7 on 01527 759100.

DEFINITIONS

“THE COMPANY” is Flash Fire and Security, 58A Arthur Street, Lakeside, Redditch, Worcestershire, B98 8JY being the organisation with limited responsibility 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 “you’re” in these Terms and Conditions and is usually identified in sections 100-102 of our contract.

“THE PREMISES” are the Premises set out in section 102 of our maintenance/service contract.

“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.

“QUOTATION” means the proposed price for the equipment, its installation and/or maintenance and monitoring as itemised in this Contract.

“HANDOVER/TAKEOVER DATE” means the date on which service or maintenance will commence from by the installer.

“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 normally carried out on an annual or bi-annual basis.

“CORRECTIVE MAINTENANCE” means the investigation and repair of faults reported by the Customer, including false alarms from security systems.

“DESIGN RESPONSIBILITY” means the person or company who designed the original security system and includes any necessary criteria which the performance of the system must meet. Drawings, layouts and current or proposed security coverage of customer’s premises are the responsibility of the system designer.

“REMOTE SERVICE DESK” means a remote service facility where a technical operator within the employment of Flash Fire and Security Ltd can connect to equipment at the customer’s premises for the purposes of remote fault diagnostics or remote programming.

“THIRD PARTY” means anyone other than the company or the customer as defined.

1. General:

Acceptance of any maintenance or service contract offered by the company to the customer for the maintenance or the routine servicing of a security system is subject to these Terms and Conditions, along with any other requirements defined within the Specification. The customer accepts these terms and conditions upon placing a purchase order to the company. For the purposes of interpretation, where the requirements of the Specification conflict with any clauses of these Terms and Conditions, then the conditions of these terms and conditions; including any system 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, stated or implied, shall detract from the Customer’s statutory rights

2. Terms and Conditions:

- 2.1 These terms and conditions (“Conditions”) supersede all previous conditions, including any terms and conditions of yours and shall not be superseded, varied or waived other than with our express written consent.
- 2.2 Any order or request for Installation and/or Maintenance Service and/or Other Services by you to us shall be conclusive proof of your acceptance of these Conditions.

2.3 A legally binding contract between us shall come into force upon your countersigning the quotation (without amendment(s)), unless we approve such amendment(s), in which case a legally binding contract shall come into force upon our written acceptance of such amendment(s)).

3. Our responsibilities:

- 3.1 To deliver the goods and/or services described in our quotation and confirmation and use our best endeavours to meet the times indicated. Our work, unless otherwise agreed, will be carried out between 8.30am and 4.30pm on Monday through to Friday. If, for any reason we are delayed we will keep you (the Client) informed but cannot be held responsible for that delay if it is beyond our reasonable control.
- 3.2 To work in a safe manner and comply with all relevant Health and Safety Regulations and Laws, and to respect any safety guidance you may wish to give Flash Fire and Security Limited.
- 3.3 To work in a respectful and polite manner and not to exercise any prejudice or discrimination of any kind to you, your staff, your family or associates.
- 3.4 To inspect the work and provide a report at which time the work will be deemed to be complete.
- 3.5 We agree to inspect and report on the condition of any system covered under our scope of work and hand it over in good working order conforming to any applicable standards declared in our pre agreed scope of work. We will always seek your agreement should changes or alterations, including replacing any parts to the system be required during our service or maintenance visit within 14 working days of inspection.
- 3.6 When we issue new certification after a maintenance or service visit this shall last for a maximum period of that stated in the expiry date. Where Certificate of Conformities is issued the certificate shall remain the property of the company until the contract has been paid for in full.
- 3.7 We agree that, if any of the Equipment or our workmanship for newly installed systems is faulty in the first twelve months, it will be repaired or replaced at our expense, including any applicable callouts, provided you let us know as soon as the fault occurs.
- 3.8 We agree to carry out remote repairs or diagnostics from our remote service desk to the client's equipment where the facility exists and our scope of cover permits. The installation must be fully compatible with our remote service desk and must be no older than 3 (Three) years of age.

4. Your responsibilities:

- 4.1 To give clear, safe and reasonable access to your site to allow Flash Fire and Security Limited to carry out the agreed work.
- 4.2 To have obtained all necessary permissions, conditions and consents to allow Flash Fire and Security Limited to carry out its responsibilities. The cost of obtaining such will be the responsibility of The Client.
- 4.3 To provide a mains electricity point, where required, installed to legal standards.
- 4.4 To identify and make Flash Fire and Security Limited aware of any Health and Safety site issues e.g., structural issues, the presence of asbestos and/or any other hazardous materials, trip or fall hazards, electrical or gas service routes.
- 4.5 To conduct yourself and others on site in a safe manner and to do nothing to prejudice the safety of Flash Fire and Security Limited representatives.
- 4.6 To conduct yourself and others on site in a respectful and polite manner and not to exercise any prejudice or discrimination of any kind to Flash Fire and Security Limited representatives.
- 4.7 To inspect and sign your approval of Flash Fire and Security Limited's work.
- 4.8 To pay Flash Fire and Security Limited in line with the agreed payment terms as per our quotation.
- 4.9 You the customer will have to keep track of your booked service or works, as you will be subject to a missed appointment fee as outlined in 13.11.3 of this document.
- 4.10 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 of a maintenance or service visit 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 maintenance or service visit to take place and no other consent is needed.
- 4.11 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.
- 4.12 If the Equipment activates to an Alarm Receiving Centre or Central Monitoring Station, 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.
- 4.13 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
- 4.14 may affect the Equipment's effectiveness.
- 4.15 The Equipment installed at a service or maintenance visit where it has been authorized by the customer does not belong to you until it has been paid for in full. If you do not pay the balance of the maintenance charge when it is due, we have the right to remove the Parts/Equipment from your Premises without notice. By signing the Contract with us, you irrevocably authorize us to enter your Premises to remove the Equipment if payment remains outstanding.
- 4.16 If you cancel our Contract less than four days before the maintenance visit takes place, we may charge you for any equipment we have bought for your Premises and make a reasonable charge for damages for breach of contract.
- 4.17 If the Equipment is connected to an Alarm Receiving Centre or Central Monitoring Station, it is your responsibility to make sure that the telephone line is working properly, and the account correctly maintained.
- 4.18 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 within 7 (seven) days of the change taking place.
- 4.19 You agree to permit the Company's staff and representatives of its regulatory body (only whilst accompanied by the Company's staff
- 4.20 access to the installation for the purposes of maintenance or inspection.

5. The Installation:

- 5.1 We will carry out the Installation in a good and workmanlike manner with reasonable skill, care and diligence using suitably competent personnel in accordance with accepted industry standards.
- 5.2 Although we will make all reasonable endeavours to complete the Installation on or before the date for completion as agreed with you, we shall have no liability for failure to so complete it. We will need a minimum of 10 working days' notice and an agreed programme of works before we can commence the Installation.
- 5.3 You will give us full and ready access at all reasonable times to the site and any nearby property necessary to allow us to carry out the Installation.
- 5.4 You will provide a live electrical, telephone and internet connection facilities as necessary to enable the Installation to be installed and commissioned.
- 5.5 You will obtain all necessary permissions and consents as may be required for the Installation.
- 5.6 If the Installation is subject to the provisions of the Construction (Design and Management) Regulations 1994 you will appoint a properly qualified and experienced planning supervisor and you will either notify us in writing if you wish us to act as the principal contractor or you will appoint a properly qualified and experienced principal contractor.
- 5.7 In the event that you instruct us that the Installation be varied in any way we shall

- 5.8 use all reasonable endeavours to comply with such instructions. Such variations to the Installation shall be valued by reference to the prices in the Specification or, where no such prices are available or applicable, on a fair and reasonable basis. We shall not be obliged to accept any alteration to the Specification unless and until you notify us in writing in clear and unambiguous terms as to the alterations required. For the avoidance of doubt, we shall use all reasonable endeavours to accommodate any alterations required by you but shall not be bound to do so unless notification is made by you to us strictly in accordance with this clause 3.7.
- 5.9 Only those works, services, equipment, goods and other materials detailed in the Specification are included as part of the Installation and, for the avoidance of doubt, the following are (unless specified otherwise in the Specification) excluded: groundworks and other preparatory works; any TCP/IP network addresses; any alterations made to the building layout or fabric prior to the commencement of the Installation; any civil works for cable ducts, pole bases, barrier bases, etc. (we can supply a quotation for these items if required); supply of work station and server PCs (we recommend that a dedicated PC is used and we can supply a quotation for PCs if required); any electrical or cable containment, door closures, power supply and/or connections; any additional or new lighting that may be required to meet camera specifications; removal of vegetation, etc.
- 5.10 For the avoidance of doubt the following services are included as part of the Installation: making good any damage we cause during the course of the Installation or subsequent re-fixing to plasterwork, floors, doors, render or brickwork which immediately surround any of the fixtures we install to a standard ready for re-decoration by you, except that we will not be responsible to damage caused to floor coverings if they are glued or permanently fixed to the floor or in poor condition; testing and commissioning the Installation and explaining to you how to operate the Installation; providing an appropriate instruction manual relating to the Installation; the removal of all debris, packaging materials, etc. on completion of the Installation; and we will endeavour to lift and re-lay any floor covering required in order for us to carry out the Installation but we are not professionally-trained floor layers and recommend that you instruct a trained floor layer to undertake this work (at your additional cost).
- 5.11 The Installation will be undertaken between 8.30am and 30pm Monday to Friday, excluding public and bank holidays. The Specification is on the basis of the following assumptions: all details provided by you including drawings or site surveys are accurate; we are given unrestricted access (without escort) to all necessary areas and the ability to use power tools and access equipment where necessary; you have notified us in advance of all health and safety risks so that suitable control measures are implemented to ensure a safe working environment; and all existing equipment to be incorporated within the Installation is in good working order.
- 5.12 The specification for the Installation is made up of various components and design features selected to form the preferred security system solution with each component and design feature selected to suit the environment and perform in accordance with the manufacturer's specifications. However, sometimes it is found that a component or design feature is not suited to the environment which may
- 5.13 result in the performance of the Installation being adversely affected. In such circumstances we reserve the right to upgrade the relevant component(s) which may be more expensive than the original(s) and/or alter the design. In such circumstances we reserve the right to require you to contribute towards the additional expense. In circumstances where you direct us to change a component or design feature, we shall not be liable for any resulting loss of performance.
- 5.14 We reserve the right to make additional charges in respect of the following: the presence of asbestos and other potential hazards; the need for additional cabling or other materials (in addition to that contemplated in the Specification); any delay in ground works or other preparatory works by you/your contractors; inspection, re-setting, re-programming, repairing or replacing any part of the Installation before completion except where required because of our default.
- 5.15 If the Installation is suspended or delayed at your request or for any other reason (other than our default) then we shall be entitled to charge for storage and for loss or wastage of materials and other resources to the extent that they cannot otherwise be used including engineer time at the current engineering rate.
- 5.16 You shall inspect the Installation within 48 hours of completion and shall as soon as possible and in any event within a further 48 hours notify us of any defects or if the Installation is not in accordance with the Specification.
- 5.17 If you properly reject any part of the Installation which is not in accordance with the Specification you shall nonetheless pay in full for such Installation unless you promptly notify us of such rejection.
- 5.18 Your sole remedy in the event that you properly notify us of any defects in any part of the Installation and properly reject it shall be to require us as soon as reasonably practicable to carry out and complete all necessary remedial works which we shall carry out in a good and workmanlike manner.
- 5.19 Important: our obligations to you about the Installation are limited as specified in these Conditions including, but not limited to, clause 8 (General Exclusion and Limitation).

6. Services:

- 6.1 We will provide you with the Services (insofar as selected by you in the Specification) subject to payment of the relevant Fees.
- 6.2 Unless specified in the Specification, the Services do not include additional visits or out-of-hours or non-routine call-out or maintenance calls; the carrying by us of replacement parts in stock; the supply of specialist access equipment, e.g. scaffolding towers; peripheral items and consumables (including device batteries, film, audit tapes, carrier bodies, light bulbs, customer account cards, envelopes and recording media); replacement of keys; and/or changing locks or combinations, etc.
- 6.3 We shall be under no obligation to deliver any Services to the extent that:
- 6.31 modifications have been made to any equipment and/or the design or layout of the system (including any electrical, telephone or internet connections).
- 6.32 any equipment which in our reasonable opinion can no longer be economically maintained (in which event we shall, upon request, provide you with a cost estimate for appropriate remedial work and/or replacement).
- 6.33 any defects arising from misuse, storm, power failure or fluctuation, glass breakage or damage, failure to follow user, maintenance and/or operating instructions, failure of other equipment (including wiring, conduits, voice or data transmission equipment or facilities or similar):
- 6.34 additional visits or visits outside the hours specified in the Specification.
- 6.35 repair or replacement of parts which we normally require to be carried out away from your property but which you, for security or other reasons, are unwilling to release to us; and
- 6.36 malfunctions resulting from use of media, supplies and/or other consumables not supplied by us.
- 6.4 It is a condition precedent to us providing any Services that you provide us with all information requested no less than 10 working days after we have requested such information or, if sooner, no less than 10 working days before the date upon which the Services are due to commence.
- 6.5 Important: our obligations to you regarding the Services are limited as specified in these Conditions including, but not limited to, clause 8 (General Exclusion and Limitation).

7. Additional Information:

- 7.1 We recommend that you insure the Installation, your property and its contents adequately always. A security system is not a substitute for adequate insurance.
- 7.2 It is your responsibility to ensure that building control requirements, including in respect of fire safety and evacuation, are always followed.
- 7.3 In respect of CCTV systems, you are responsible for compliance with Data Protection regulations including providing appropriate signage.
- 7.4 Your use of our CCTV systems triggers various legal obligations with which you must comply, and it is recommended that you seek legal advice on those obligations should you be in any doubt as to the legal position.
- 7.5 For the avoidance of any doubt, we are not responsible for the use of, or footage recorded by our CCTV systems, and we have no liability for any claims which may arise out of any footage, information or data of third parties (or any other unlawful content) which is recorded, stored or otherwise obtained by you.
- 7.6 You are responsible for keeping lenses and monitors clean to enable them to work satisfactorily. Further, if the CCTV system is to be monitored over the internet, your telephone connection must be a high-speed broadband connection to ensure the highest quality images.
- 7.7 If the Installation proposal is based on first fix cabling being carried out by you/your appointed contractor:

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- 7.7.1 we will supervise the cabling installation and provide instruction,
- 7.7.2 drawings and cable schedules where necessary. All cabling will be provided by your contractor.
- 7.7.3 you must carry out cable testing before our second fix work commences. If cables are later found to be damaged and our works are delayed or remedial works are necessary, we reserve the right to raise additional charges against you; and
- 7.7.4 all cables must terminate at the exact location for each detector or security device.
- 7.8 If you require us to prepare a design and drawings these will take approximately 10 working days to produce, and you should ensure enough time is allowed in your programme of works for this important element to reduce the risk of project delays. Any design and drawings will incur additional charges unless otherwise specified in the Specification.
- 7.9 Following completion of the Installation there may be a delay while the telecommunication links and the ARC are set up and activated and/or the registration period set by the police or other authority is completed to its satisfaction. During this period our ability to respond to signals we receive from ARC will be limited and, in any event, we will only provide elements of any Services which do not need the relevant links/authority.

8. Takeover Conditions:

- 8.1 In addition to the requirements of clause 6 (including, but not limited to, clause 6.4) you are required to comply with the provisions of this clause 8 before we are able to take over any system and/or continue to provide Services in respect of any system taken over by us.
- 8.2 You must provide us with all of the following (failing which the takeover process may be delayed, in which case we reserve the right to terminate this agreement in accordance with clause 17):
 - 8.2.1 all engineer and master codes (failing which we may have to default and reprogram the system which will incur an additional cost).
 - 8.2.2 an installed specification for each individual system with drawings where possible.
 - 8.2.3 all certificate numbers for any systems that are being declared compliant with any relevant governing body standard, e.g., NSI certificate; and
 - 8.2.4 full information for the transfer process of communicated intruder alarms including for each site: current alarm maintenance provider, current monitoring station name, type of communicator, account with monitoring station, monitored telephone number, e.g., Redcare line number, site URN, any abnormal channels monitored, e.g., freezer alarms and current police response levels and if any such information is not supplied this will incur additional charges.
- 8.3 If the taken over system is upgraded to our required specification our warranties at clauses 15.1 and 15.2 will apply.
- 8.4 Where the taken over system is not upgraded to our required specification and/or you do not comply with our recommendations for upgrading, such systems are deemed to fall outside our normal charging structure and in such circumstances, we reserve the right to make additional charges and/or exclude such systems from any liability under these Conditions.
- 8.5 Any takeover is subject to us performing a takeover service at an additional charge which will include re-program criteria such as identifying key holders and the monitoring station, providing a takeover report to establish upgrade requirements.
- 8.6 Any additional Services that you require us to carry out as part of the takeover or in respect of the taken over system including preparation of specifications for insurance purposes, etc. will be subject to an additional charge.

9. Service Agreements:

- 9.1 Contract Period. Unless otherwise stated, the contract period shall be for a minimum of 12 months from the date of the Agreement and thereafter shall be continuous, only to be terminated by either party giving one month notice in writing to the other party.
- 9.2 The number and nature of the visits in any contract year will be as stated in the specific details of the quotation or confirmation.
- 9.3 Flash Fire and Security Limited will provide contract cover 24/7, 365 days a year for urgent call out.
- 9.4 Unless otherwise stipulated in the specific terms of the quotation or Service Level Agreement, where this exists, Flash Fire and Security Limited will use its best endeavours to respond immediately and to attend site in a time agreed at the time of the response contact.
- 9.5 During the course of the contract Flash Fire and Security Limited reserves the right to increase the annual charge each year at a rate no greater than the Retail Price Index.
- 9.6 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.
- 9.7 If we have to attend the Premises, or repair the Equipment between routine maintenance visits, it is the customers responsibility to notify Flash Fire and Security, of any failures which occur. We will make a charge at our usual rates unless the work is covered by Clause 6.
- 9.8 The annual maintenance charge does not include charges for any replacement parts, including but not limited to; batteries, lamps, cameras, bearings, detectors etc. which will be charged in addition to the annual charge and will require written authorization to replace by the customer. The annual maintenance charge is limited to and includes a one-off inspection and report identifying any issues at the time of inspection. Any work required after the annual inspection is not covered under our maintenance contract and would form a separate contract of works.
- 9.9 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.
- 9.10 The scope of maintenance and service shall be limited to that which is practically capable of being performed within the Company's
- 9.11 remit or scope of work(s).
- 9.12 The company will undertake one annual or bi-annual maintenance visit to the customer's premises. The inspection will be limited to that of equipment identified under schedule 116 of our maintenance and service contract. A written report on the condition of the system will then be forwarded to the customer within 14 working days. It is then the customer's responsibility to act on the report supplied by the company, the company accepts no liability where the customer fails to act; or carry out remedial works including system repairs and changes which have been identified at the time of inspection.
- 9.13 Parts or components of a system which fail after the maintenance visit will remain at the liability of the customer and must be notified to the company in writing.

10. All Inclusive Customers:

- 10.1 Free call outs
- 10.2 Free battery replacements
- 10.3 Free replacement parts excluding main panels, communication devices, emergency lights, cameras, fire extinguishers, and security lights.

11. Additional Charges:

- 11.1 £2.50 will be charged for the removal of any fire extinguishers

12. Our Guarantee:

For a period of 12 months following the completion of any works, be it service or installation, Flash Fire and Security Limited will rectify any defective goods or workmanship completely free of charge unless that defect is caused by any external influence such as the ingress of water or other materials, hazardous substances, fire, structural defect, war, civil unrest, negligence or malicious damage, lightning strikes, or any other cause beyond our control. This guarantee is only valid provided the equipment is operated and maintained as specified by the manufacturer.

13. Additional Works and Variations:

The Client will be responsible for payment for any additional work or variation in specification. If possible, Flash Fire and Security Limited will provide a quotation for any such additional works or variation and seek the client's permission and instruction to proceed. If such additional works or variations are urgently necessary either to circumvent delays or for Health and Safety reasons then Flash Fire and Security Limited may, at its sole discretion, carry out such works at The Client's expense.

14. Costs:

14.1 The quoted costs may be revised if:

14.1.1 you want the work carried out more urgently than agreed, or

14.1.2 you change the Specification, or

14.1.3 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

14.1.4 there are any other special circumstances we were not aware of when supplying our original quotation.

14.2 All telephone line installation, rental and call charges are the responsibility of the Customer.

14.3 If you are late in paying us, we may charge you interest at the rate of 4% per year over the base rate of Starling Bank plc from the due date until the date we receive payment. You agree to take reasonable care and ensure the Equipment on our behalf until you have paid for it in full.

14.4 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.

14.5 Maintenance and service work is normally carried out during usual working hours of 8.30am to 4.30pm Monday to Friday except statutory holidays. Requests made by the Customer to install outside these hours may incur additional charges.

14.6 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 maintained, inspected or replaced.

14.7 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

14.8 Any equipment which remains the property of the Company shall be defined in the system Specification in section 116 of our maintenance/service contract. We reserve the right to recover such equipment on termination of the maintenance contract.

15. Price and Payment Terms:

15.1 Quotations (including prices) are valid for 30 days from and including the date of quotation unless specifically stated otherwise in writing. If the quotation is accepted by you outside such period, the prices may be subject to revision.

15.2 All prices are exclusive of VAT which will be payable by you at the rate applicable from time to time. Payment shall be made in pound sterling.

15.3 Any additional work required by reason of you supplying inadequate, incomplete or incorrect instructions or changing instructions or specifications shall entitle us to make additional charges.

15.4 Unless stated in the Specification otherwise, payment for the Installation shall be made as follows: 10% ("the Deposit") on your acceptance of the quotation and 90% on completion of the Installation.

15.5 Payment for the Maintenance Service and/or Other Services shall be monthly by [Direct Debit] in accordance with the Specification.

15.6 Payment of additional charges (including, but not limited to, additional visits, out-of-hours visits, additional charges as specified in these Conditions and/or specifically requested by you) shall be made within 30 days of invoice.

15.7 The failure by you to pay any instalment of the price for the Installation, any payment due in respect of the Services or any other amount due to us on the due date as specified in the Specification, in these Conditions or as otherwise agreed in writing shall entitle us (at our sole option) without notice to suspend the Installation and/or cease providing the Services in each case pending payment by you and/or, in the event of payment not being made within [10] working days of written demand, treat this contract as repudiated by you.

15.8 If any amount remains unpaid by the due date interest at the rate of 2% per month compounded annually shall accrue on the unpaid amount and in addition all invoices (including those not yet otherwise, then due for payment) shall become due and payable and in any event, all costs reasonably incurred by us in collecting payment of any invoices shall be payable by you on a full indemnity basis.

15.9 You may not withhold payment of any invoice or other amount due to us by reason of any right of set-off or counterclaim which you may have or allege to have or for any reason whatever.

15.10 We may increase the Fees for the Maintenance Services on the Anniversary each year.

15.11 Call out charges will be billed via email confirmation and will be charged as follows:

15.11.1 For contracted customers during office hours there will be an initial fee billed for the first 15 minutes on site, followed by an extension charge of £30 per half hour interval if on site longer than the initial 15 minutes. The initial fee will be agreed upon signing the contract.

15.11.2 For contracted customers outside of office hours (this includes bank holidays) there will be an initial fee billed for the first 15 minutes on site, followed by an extension charge of £40 per half hour interval if on site longer than the initial 15 minutes. The initial fee will be agreed upon signing the contract.

15.11.3 For non-contracted customers there will be an initial fee of £80 billed for the first 15 minutes on site, followed by an extension charge of £40 per half hour interval.

15.11.4 The fee for missed appointments is a fixed payment of £80 and will be invoiced to the customer on the day, to be made payable in 14 days.

16. General Exclusion and Limitation:

16.1 We shall be under no liability whatever in respect of the following which are hereby expressly excluded, except insofar as such exclusions may be unlawful:

16.1.1 for injury, damage of any kind or nature, direct, indirect consequential or contingent to personal property howsoever caused.

16.1.2 for any costs incurred by you without our prior written approval to repair, replace, or carry out any work on any part of the Installation or any system the subject of any Services, defective or otherwise.

16.1.3 for any re-decoration or re-laying of floor coverings required as a result of the Installation.

16.1.4 for any other damage, losses, costs, (including consequential loss, loss of profit, loss of goods or any other delays, loss arising from delay or due to or incurred by way of labour supplies, substitute machine rental, liabilities to customers and third parties and all other such losses of any nature) whether direct or indirect and whether or not resulting from or contributed to or aggravated by our default or negligence, or our servants or agents or by any defect in the Installation and/or the Maintenance Service and/or Other Services.

16.2 Our liability in respect of an Installation shall not exceed the price of the Installation in any event and our liability in respect of Services shall not exceed the price of such Services for a 12-month period.

16.3 Nothing in these Conditions shall exclude or limit any liability for personal injury or death caused by our negligence.

17. Warranty:

17.1 We warrant to you that the Installation will be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and, for a period of 12 months from its commissioning, will be free from material defects in design, workmanship and materials. In the event of any defect, we will attend on site within [5] working days of your request to do so and replace free of charge and free of labour any defective parts and other materials.

17.2 You acknowledge that all data stored within the Cloud and access to it belongs to us. Any rights of access you have end when the Services end. We are under no obligation to delete any data from the Cloud.

17.3 The warranties in clause 15.1 and 15.2 do not cover and the following are hereby specifically excluded: out-of-hours visits; damage (accidental or otherwise) to the Installation or any other materials except caused by us; any matters resulting from power failure or surge or connectivity problems; any damages, costs, losses or other liabilities arising from any stoppage or failure of or defects in the Installation, any materials supplied by us or any Services other than as specified in clauses 15.1 and 15.2 accordingly your sole remedy is the repair or replacement of defective materials and/or the reperformance of defective Services.

18. Risk:

You acknowledge that you have read and fully understood these Conditions including specifically clauses 3, 5, 8, 9, 12 and 21 relating to the scope of our responsibilities, acceptance and liability.

19. Cancellation/Termination:

19.1 If you cancel the Installation before we have commenced any work on it, we will retain the Deposit.

19.2 If you cancel the Installation after we have commenced any work on it, we will retain the Deposit and in addition you will pay to us an amount (to be ascertained by us in our reasonable discretion) by which the cost of such work and our projected profit on the completed Installation exceeds the amount of the Deposit.

19.3 Our agreement in respect of any Services and your obligations to pay for them will continue for the Initial Term and thereafter unless and until you give us not less than 3 months' prior written notice expiring at any time after the Initial Term.

19.4 Notwithstanding clause 11.3 we may terminate the Installation and/or our agreement (or any part of it) in respect of any Services if:

19.5 you fail to comply with any condition precedent or other term of these Conditions.

19.6 any payment is outstanding for more than [10] working days after it is due for payment.

19.7 you become bankrupt, insolvent or enter liquidation, receivership or administration or take any preparatory step to do so or otherwise are subject to any insolvency or analogous proceedings or you die or cease trading.

19.8 you fail to implement any recommendation we may make for the repair or replacement of any part of the Installation or other system, equipment or materials for work to be carried out at the relevant site in order to permit stable operation.

19.9 you cause the Installation or any other system to emit an unreasonable number of false alarms.

19.10 you permit any alteration to the Installation or other system or the site in such a way as to make it materially more difficult for us to continue providing any Services or any necessary approval, licence or consent is withdrawn.

19.11 the Installation or any other system, equipment or materials or our central station is damaged so that it is reasonably impracticable to continue to provide any of the Services.

19.12 there is any failure to secure the necessary telecommunications or other facilities required for the transmission of alarm signals between your site and our central station or any emergency service; or

19.13 there are (in our reasonable opinion) conflicting or irreconcilable matters which materially affect our ability to provide any Services to you.

19.14 If (a) we terminate the Installation and/or our agreement (or any part of it) in respect of any Services in accordance with clause 17.4 or (b) notwithstanding clause 17.3, you wish or purport to terminate our agreement in respect of any Services before the end of the Initial Term or before the expiry of any notice to terminate and we, at our sole discretion, agree to such termination you will in all such cases remain responsible for paying the full amount (or such reduced amount as we shall, in our absolute discretion, agree) of the Fees that would otherwise have been payable throughout the whole of the Initial Term and until the expiry of any notice that would have been required to terminate our agreement.

19.15 If you are a consumer, you are entitled to cancel this agreement at any time within the Cancellation Period in accordance with Your Right to Cancel specified in the Specification in which case clauses 17.1 to 17.3 shall not apply. However, if you request that we begin the Installation and on the provision of the Services during the Cancellation Period, you shall pay us an amount which is in proportion to what has been delivered and/or performed by us up until when you have communicated to us your cancellation.

20. Reservation of Ownership:

20.1 Property, legal and beneficial, in the Installation and all materials supplied by us shall not pass to you until we have received full payment for all sums then owed by you to us.

20.2 Materials in respect of which property has remained with us shall be kept identifiable as our property and you shall at your own expense immediately return such materials to us or permit us to enter your premises to collect them should we so request.

21. Rights of Third Parties:

It is acknowledged and agreed by you that these Conditions are not intended to be and shall not be enforced by any person other than you under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

22. Jurisdiction:

This contract is subject to the Laws of England and the non-exclusive jurisdiction of the English Courts.

23. Liability:

- 23.1 Flash Fire and Security Limited accepts liability for any defective goods, workmanship, its negligence and any activity of its staff on the Client's site subject to a maximum of ten times the value stated in this Agreement or £250,000 whichever is the lower sum.
- 23.2 We shall not be liable for any claims, costs, damages or other losses suffered by you to the extent resulting from any failure on our part, our servants and / or agents caused by or directly or indirectly due to war, terrorism, act of government of other competent authority, civil unrest, embargo, computer system failure, storm, fire, accident, industrial action including strikes or lockouts, acts of God, illness, prevention from or hindrance in obtaining raw materials, energy or other supplies, or any other similar cause or matter beyond our reasonable control.
- 23.3 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. The installation, service or maintenance agreements do not constitute a means of insurance to the customer. The customer must make adequate third-party arrangements with a suitable insurance provider to maintain such cover. Such cover must apply to both the customer's property and contents.
- 23.4 The company accepts no liability to third parties including but not limited to insurers and underwriters where the customer has failed to notify the company in writing of any conditions which may apply to their third-party agreements or policies. We do not guarantee to the customer that:
- 23.5 Particular losses or injuries will be prevented by using our security systems.
- 23.6 That the system will work continuously and without errors in particular, when a failure is beyond our reasonable control, for example equipment which may be of old age or prone to the ingress of water due to its design.
- 23.7 If our customer makes incorrect adjustments to any equipment supplied or maintained by Paramount SG, no Liability will be accepted by the company.
- 23.8 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.
- 23.9 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. Any such claim must be made within 60 days of the loss occurring, claims after that period will not be accepted.
- 23.10 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.
- 23.11 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.
- 23.12 Where the company takes over an existing security system which was installed or maintained by others, we assume the system and any wiring associated to it is in full working order. The Company has no knowledge of such systems, and the customer must therefore notify the company in writing of any defects which occur on the system. The company can accept no liability for such systems as we have no knowledge of the customers system or the quality of workmanship including work standards to which it was originally installed.
- 23.13 Where the customer fails to act upon remedial work identified by the company which is of a mandatory requirement, such as but not limited to health and safety legislation, moving machine directives, or any work which may pose a liability to the customer, no liability will be accepted by the company.
- 23.14 The company accepts no liability where the customer fails to notify in writing prior to contract commencement any conditions or arrangements it has with third parties. These include but are not limited to, Insurers, or Underwriters. This includes any specifications; essential coverage plans, response times, or key performance requirements which must met by the company on behalf of the customer; as a condition of the third-party agreement between the customer and that third party.
- 23.15 The liability to a customer in the event that a defect in the system arises in any occurrence or our negligence directly or indirectly causes the customer to suffer loss will be limited to the value of the damage caused to your premises or its contents up to a maximum of twenty thousand pounds Sterling.

The terms and conditions given in this contract do not affect your rights under the Sale of Goods Act or Unfair Contract Terms Act.

24. Assignment:

This Agreement is between The Client and Flash Fire and Security Limited only. It may not be assigned by the Client to any other party except with Flash Fire and Security Limited written approval.

25. Data Protection:

All information sent and received by Flash Fire and Security Limited is subject to the Data Protection Act 2018 and all parties that handle this information are subject to the General Data Protection Regulation (GDPR).

26. 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.

27. Applicable Law

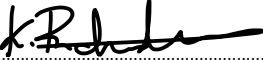
This Contract is governed by the laws of England and Wales, Scotland or Northern Ireland as the case may be and each party submits to the jurisdiction of the courts thereof.

28. Acceptance by Customer

The customer undertakes and agrees to accept all the terms and conditions stated within this document IN FULL upon placing a purchase order or instruction to proceed on the company.

29. Right to amend, update or change

The company reserves the right to amend, update or change the terms and conditions as defined above, with 30 days written notice to the customer.

Signed.......... Kieran Richardson, Managing Director of Flash Fire and Security Limited.

Signed.......... Matthew Conlon, Managing Director of Flash Fire and Security Limited.