

TERMS AND CONDITIONS INSTALLATION AND SERVICE/MAINTENANCE AGREEMENT

This Agreement supersedes and cancels any previous agreement between the two parties in respect any works to the system(s).

BEFORE WORK COMMENCES

The subscriber will at their own cost be required to make some arrangements prior to the date of installation including: (1) providing a supply of electricity suitably switched at any number of points as indicated by the Company; (2) ensuring that if not the owner of the freehold, then permission is obtained from the owner; (3) making all necessary arrangements with the Telecommunications provider.

INSTALLATION

1. The installation of the alarm system ("the system") will be carried out in accordance with the specifications attached hereto and will conform the British standard currently in force. While timescales will be used as a guideline, time will not be of the essence.

2. The installation will be deemed to be complete on the date at which the system is handed over by the Company to the subscriber, whether or not the Telecommunication provider has supplied any necessary connections.

3. The Company will install the system at the subscriber's premises and make all necessary connections without liability for reinstatement or redecoration including the relaying of floor covering.

4. In the case of space detectors, vibration detectors and some electronic devices, a test period of 14 days will be required to establish that the environment is suitable. The Company reserves the right in the event of this test proving unsatisfactory to remove such units and provide a quotation for alternative protection. Removed units will be credited but time will be charged. A test period of 14 days is required prior to the connection of remote signalling.

5. The subscriber is informed that; under some circumstances, it may be necessary for the Company to subcontract certain services to authorised third parties.

6. This Clause is intentionally omitted

THE COMPANY'S OBLIGATIONS

7. The company will:

(a) Within a period of twelve months from date Company hands over the system to the subscriber, replace or repair (at its discretion) any faulty equipment, or remedy any defect in workmanship resulting from the negligence of the Company or its third party providers, without charge, provided that the Company has supplied all materials and labour, and Clause 8(a) does not apply.

(b) A warranty period of three months will apply to any equipment replaced by the Company during a maintenance period.

(c) Test and service the alarm system in accordance with standard set out in the current British Standard. General services will be carried out [Monday to Friday 9am to 5 pm].

(d) Except in the case of death or personal liability the entire liability of the Company for a claim or series of connected claims in respect of any act or omission for which the Company is liable through the Company's negligence or that of its authorised third parties through work directly carried out in performance of its obligations under this Agreement will be limited to (a) £5,000 in respect of physical damage to or loss of tangible property; or (b) the re-payment of the Installation Charge (where the Company has undertaken installation) or the annual charge in the case of any other permitted claim under this Agreement. Other than set out in this Agreement the Company excludes to the fullest extent permitted by law all other warranties conditions or other terms implied by statute or common law, provided also that if the subscriber will be in breach of any of his obligations under this agreement, the Company will be under no liability whatsoever.

(e) Under no circumstances will the Company be liable for any indirect losses, loss of profits or consequential loss

(f) The terms of this Agreement will not affect the statutory rights if the subscriber is dealing as a consumer. Where the subscriber is a consumer if any Act of Parliament or other statutory provision for the time being in force will avoid or make unenforceable any of the clauses or sub clauses in this Agreement, then the Agreement will be read as if such clauses or sub clauses are deleted.

SUBSCRIBER'S OBLIGATIONS

8. The subscriber will:

(a) Not tamper with, alter, interfere or permit any interference with the signalling reset facility (if fitted) or any part of the installation, either personally or through a third party, without prior written permission from the Company. The Company will not be responsible for any equipment that does not form part of the System or that is manufactured or maintained by a third party;

(b) use and operate the System in a reasonable way and in accordance with any instructions (either written or oral) to ensure that the System is able to operate as efficiently as possible

(c) Permit the Company's servants or agents to enter the premises at a time agreed with the Company during normal working hours to carry out the installation or for the inspection, servicing and repairing of the system, also for the disconnection of any signalling equipment on termination or suspension of this agreement.

(d) Inform the Company of any structural alteration or stock movement that may affect coverage of the system as soon as it becomes apparent. Inform the Company if the premises on which the system is installed is to be sold.

PAYMENT

9. The subscriber will pay:

(a) Any deposit requested on confirmation of order.

(b) The full balance and first year's services charge on hand-over of the system by the Company, unless otherwise stated, until which time the system remains the property of the Company.

(c) The annual service charge on the anniversary date of completion.

(d) The cost of attendances, repairs and replacements outside the warranty period.

(e) Any service charges for repairs carried out due to negligence, damage, fire or flood, subscriber error or any repair caused by a third party whether or not the system is under warranty.

(f) Pay Value Added Tax and/or any statutory payments imposed by the Government.

(g) For all Telecommunications and other necessary facilities or third party costs required for installing the system

10. (a) Whilst the Company will use its reasonable endeavours to design and install equipment appropriate to the needs of the subscriber, the Company does not warrant that the system so installed will be adequate to detect the presence of any or each and every intruder. In any circumstances where all or any of the works, installation or precautions recommended by the Company, its servants or agents to be carried out on the part of the subscriber have not been so carried out, the Company will not be liable to the subscriber, or any other person whose property is upon the subscriber's premises, for any loss or damage resulting from any failure of the installation to operate nor any inadequacy in the function of the installation nor any inadequacy in the system installed.

(b) The Company will not be liable for any loss or damage in any circumstances where the subscriber will have failed or refused to permit the Company the right to inspect and test the installation and maintain the same in good working order at the intervals laid down by the British Standard currently in force.

The Company will not be liable for any loss or damage in respect of defects of which it is unaware nor will the Company be liable for any loss or damage in the event of any defect appearing in the installation, unless the subscriber has notified the Company by telephone as soon as the same appeared and has confirmed such notification by letter and has permitted the Company to take such steps as it thinks necessary to remedy such defect as soon as possible.

11. This clause is intentionally omitted.

VARIATION AND TERMINATION

12. The annual service charge is based upon existing labour rates, material costs and other expenses, provided that any increase in the costs of BT or other telephone provider will not give the subscriber the right to terminate. If such costs vary at any time, the Company reserves the right to vary its annual charge by giving the subscriber one calendar month's prior written notice.

13. The Company or the subscriber may terminate this agreement by giving one calendar month's notice in writing to either party on the expiry of the minimum specified period overleaf, unless determined in accordance with Clause 14, or in the event that the subscriber cancels the contract as a result in the increase in price made under Clause 12.

14. Notwithstanding Clause 13, the Company may either suspend or terminate this agreement at any time if any payment or sum due is outstanding for a period of more than one calendar month or if the subscriber is in breach of any significant provision (material breach) of this Agreement.

15. If any unreasonable delay is attributable to the subscriber and completion remains outstanding for more than three calendar months, the Company may vary the price quoted for the system by giving the subscriber notice in writing.

16. This agreement will run for the minimum specified period and thereafter run from year to year until determined by Clause 13.

17. The Company advises all subscribers in their own interests to ensure that the premises on which the system is installed is adequately insured.

18. This Agreement will be governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the English Courts.

19. The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it, but this will not affect any right or remedy of a third party that exists or is available apart from that Act.

WE DRAW YOUR ATTENTION TO THE FACT THAT THIS IS AN INSTALLATION AND SERVICE AGREEMENT. PLEASE ENSURE THAT YOU UNDERSTAND FULLY THESE TERMS AND CONDITIONS PRIOR TO YOUR ACCEPTANCE.