



Terms & Conditions

TERMS & CONDITIONS

1 Definitions

- 1.1 All words and expressions used in this document bear the meanings indicated both within and below as applicable.
- 1.2 "The Contractor" shall mean Security Techniques UK Ltd. Trading as Dragon Security Systems.
- 1.3 "The Customer" shall mean the person or persons or company operating under the trading style stated on the "Contract Agreement".
- 1.4 "New Installation" shall mean the supply and installation by "The Contractor" of "New Equipment" at "The Customers" "Installation Address".
- 1.5 "Installation Address" shall mean the address where the present system or work required to be carried out is situate.
- 1.6 "Normal Working Hours" shall mean from 08.00 to 16.00 Monday – Friday excluding Bank Holidays.
- 1.7 "Maintain" / "Maintenance" shall mean "Preventative Maintenance".
- 1.8 "Preventative Maintenance" shall mean to inspect and test "The System" to verify that it is in good working order at the time of the inspection and that it meets its design criteria together with the relevant codes of practices.
- 1.8.1 In the case of Intruder Alarm systems, conformity to current BS EN50131 & NSI (National Security Inspectorate) codes of practices shall apply.
- 1.8.2 In the case of Fire Alarm Systems, conformity to current BS5839 shall apply.
- 1.8.3 In the case of Emergency Lighting, conformity to BS5266 shall apply.
- 1.8.4 In the case of Closed Circuit Television, conformity to NACP20 shall apply.
- 1.8.5 In the case of Detector Operated & Signalled Closed Circuit Television, conformity to BS8418 shall apply.
- 1.8.6 In the case of Access Control, conformity to NACP30 shall apply.
- 1.9 "Corrective Maintenance" shall mean unscheduled repairs. "The Contractor" reserves the right to effect major repairs during "Normal Working Hours".
- 1.10 "The Guarantee" shall mean a period of 12 months from the date of a "New Installation" and shall apply only to "New Equipment". Whereupon any such component failure will result in the replacement with a like component or a substitute component at "The Contractors" discretion, at no additional charge for labour or materials to "The Customer". This remedial work will be carried out during "Normal Working Hours", save that "Silver Cover" or "Gold Cover" or any other type of warranty is in operation. "The Guarantee" for the replaced or substituted component will expire at the same time as the "The Guarantee" would have expired for the component it has replaced. "The Guarantee" does NOT extend to consumable items, which include but is not limited to....
Fuses, Lamps / bulbs, Plastic Door Entry Cards, Video Printer Paper & Removable Media.
- For the avoidance of doubt ALL types of batteries & battery packs (sealed units containing batteries) are categorised as consumable and are not covered by any type of guarantee.
- 1.10.1 "The Guarantee" also covers any "Corrective Maintenance", fine tuning, adjustments and teething problems which may occur during the installation or immediately following the installation of "New Equipment". "The Customer" therefore accepts that retention of payment does NOT form part of the "Contract Agreement".
- 1.10.2 During the annual "Preventive Maintenance" visit [not an intermediate visit] ALL low voltage batteries, particularly in wireless systems, remote personal attack units and key fobs [provided they are all available], will be routinely replaced at the cost of "The Customer". This precaution serves to prevent but not guarantee, that "Corrective Maintenance" charges may follow, where a failure of "The System" as a direct result of a low or faulty battery may occur prior to the next scheduled visit. [see "Intruder Alarm Handbook" – Battery Data Sheet]
- It is not possible to predict the life of a battery therefore it is our policy that this be done annually & routinely as a precautionary procedure. "The Customer" may purchase their own batteries in advance of a scheduled maintenance visit from any source BUT we strongly advise they be of long life reputable brands e.g. Duracell. Do not purchase rechargeable batteries. We endeavour to keep a variety of common batteries on a service vehicle but with so many varieties in service, it cannot be guaranteed that all requirements can be met.

In some instances, particularly with systems not installed by ourselves, uncommon battery sizes are fitted and we therefore recommend that the customer always retains a supply of these both for preventive and corrective maintenance purposes as they would not be carried on our service vehicles. Our engineering dept; will be only too pleased to advise you in this regard. Battery Packs (sealed units containing batteries) cannot be tested externally – they are monitored by the control equipment itself and can fail without warning at any time. (see our handbook for further details) these packs are NOT routinely kept on a service vehicle.

- 1.10.3 Safe disposal of wireless batteries (e.g. AA or AAA or Lithium), is the responsibility of “The Customer”. “The Contractor” will remove any replaced 6v and 12v batteries from site for disposal.
- 1.11 “Silver Cover” shall mean, to provide a 24 hour emergency call-out facility for a 12 month period, or for a pro-rata period as determined by the fee charged. Additionally to provide “Maintenance” to the “The System” at the intervals stated on the “Contract Agreement”. “Silver Cover” does NOT commence until the fee for the ensuing period in advance has been paid. “Silver Cover” is separate and distinct from “The Guarantee”.
- 1.11.1 “Silver Cover” fees DO NOT include for any attendance charges, labour or materials or any remedial work whatsoever.
- 1.11.2 “Silver Cover” operates for 12 months at a time, payable in advance of the ensuing year with no refund for early termination. The maintenance in 1.11 is carried out during the contracted period. That maintenance visit does NOT kickstart the next period cover. The sequence repeats itself until cancelled.
- 1.12 “Gold Cover” shall embody all the benefits of “Silver Cover” (1.11) save that charges are NOT made where the prime cause of the call-out and or any subsequent remedial work is a direct result of component failure brought about by fair wear and tear. Charges are made where the prime cause is NOT due to component failure as described. The “Gold Cover” does NOT extend to consumable items (1.10), as determined but is not limited to those items so listed under the heading “The Guarantee”. “The Contractor” reserves the right to effect major repairs during “Normal Working Hours”. “Gold Cover” does NOT commence until the fee for the ensuing period in advance has been paid.
- 1.12.1 “Gold Cover” operates for 36 months at a time, payable in advance of each ensuing year with no refund for early termination. The maintenance in 1.11 is carried out during the contract period. The sequence repeats itself until cancelled.
- 1.12.2 “Gold Cover” is not available on systems previously fitted by any other company. Retrospective “Gold Cover” is not available to systems installed by “The Contractor” which are in excess of 24 months beyond the installation date OR where components in the system have in the meantime become obsolete.
- 1.13 “New Equipment” shall mean equipment supplied and fitted by “The Contractor”.
- 1.14 “Existing Equipment” shall mean equipment supplied and fitted prior to the fitting of “New Equipment”, whether or not such equipment had previously been supplied by “The Contractor”.
- 1.15 “Extra Works” shall mean additions or modifications to “The System”. It shall NOT mean “Corrective Maintenance”.
- 1.16 “The System” shall mean the collection of components assembled and installed at “The Customers” “Installation Address”.
- 1.17 “Monitoring System” shall mean the components installed at the “Installation Address” which transmit a signal to an “Alarm Receiving Centre”.
- 1.18 “Alarm Receiving Centre” shall mean a secure building, manned 24hours a day, fitted with equipment to receive signals transmitted by a “Monitoring System”. The “Alarm Receiving Centre” is an agent of “The Contractor”.
- 1.19 “Contract Agreement” shall mean the agreement bearing the name of “The Contractor”, “The Customer”, the “Installation Address”, the “Specification Reference”, the “Preventative Maintenance Schedule”, the “Table of Charges” and the signature(s) of “The Customer” and “The Contractor”, together with the specification and specification notes as detailed, together with these terms and conditions.
- 1.20 For the avoidance of doubt – for payment purposes, “Completion” in clause 3.16 shall mean.
 - a) the date when the contracted work is deemed by “The Contractor” to have been installed and tested as being satisfactory or,
 - b) where the contracted work is installed and tested as being satisfactory, save that a signalling or monitoring system has not been commissioned (see clause 4) and or

c) where any work cannot be completed due to a delay(s) beyond the control of "The Contractor"

1.21 "Rounding's"

Corrective Maintenance – ALL labour charges will be rounded up to the nearest ¼ hour

"Estimates" – ALL labour times will be rounded up to the nearest ½ day

1.22 "Minimum Charge" There will be a minimum invoice charge of £55 plus VAT.

2 Equipment

2.1 "New Equipment" in "The System" shall not pass in title to "The Customer" until full payment is made. Use of the equipment pending full payment, shall be at the sole discretion of "The Contractor". Where such use is provided, "The Contractor" reserves the right to withdraw that use without notice by any means at its disposal and will invoke hire charges [see 2.6] for the equipment where "The Contractor" considers that "The Customer" has gained a pecuniary advantage by withholding outstanding payments beyond the contract payment terms.

2.2 Risk of loss, damage or destruction of "New Equipment" shall pass to "The Customer" immediately on delivery. Notwithstanding that equipment shall remain in "The Contractor".

2.3 "The Contractor" shall repossess "New Equipment" in the event of default in payment, even if that equipment is fixed or annexed to "Installation Address". In the event that other systems are in whole or part incorporated into "The System". "The Contractor" shall have the right to disconnect and separate "The Equipment" as incorporated so as to give effect to this clause.

2.4 "The Contractor" will not be responsible in any way for determining at any time, when and if any equipment in "The System" shall be or is likely to be made obsolete by any manufacturer or supplier, or if spare parts or suitable replacements shall be available by any manufacturer or supplier at any time. Where the obsolete components form part of a system which is in warranty including Gold or Platinum Cover, "The Contractor" reserves the right to cancel such cover, without notice to "The Customer" where a suitable replacement cannot be found.

2.5 "The Contractor" reserves the right to substitute any component or components in "The System" following acceptance of the quotation or specification where it is commercially prudent to do so without consultation with "The Customer". The substituted components will be of no less a standard or quality than that which was originally specified.

2.6 "The Contractor" reserves the right to impose rental charges equivalent to 25% per annum of the installation cost per month or part month, where "The Customer" fails to make full payment for an installation within the terms of the contract. (e.g. Net install = £1000 x 25% = £250 /12 = £20.83 + VAT per month or part).

3 CUSTOMERS OBLIGATIONS

"The Customer" shall

3.1 Pay all charges due hereunder in full and without demand on or before the due date of such payment and if any such payment is more than 1 day overdue for payment. "The Contractor" shall cease to be bound to perform its obligations hereunder until such time as the said payment has been made. "The Guarantee" or "Gold Cover" or "Platinum Cover" will NOT be extended by the amount of time of the delay of the said payment.

3.2 Pay to "The Contractor", interest at 8% above Bank Rate for the time being on all overdue payments Such interest to accrue daily both before and after judgement and to be compounded quarterly (where appropriate) on such amounts.

3.3 Unless specified elsewhere to the contrary and in advance of the work to be carried out, the customer is required to supply at his own expense, a 230 volt un-switched mains spur containing a 3 amp fuse. These should be fitted in positions as directed by Dragon Security Systems personnel. The spur(s) should be fitted by a competent electrician. An extra charge will be made if we have to return to site to make the final connection(s).

3.4 Not move or relocate any component in "The System" as this will nullify any type of warranty in force..

3.5 Not use "The System" except in accordance with "The Contractors" and manufacturer's instructions and recommendations.

3.6 Not allow any unauthorised person to interfere in any way with the equipment.

3.7 Inform "The Contractor" in writing of any change in structure, stock or furniture layouts as this could impair the operation of "The System".

- 3.8 Give "The Contractor" immediate notice of any fault in or repairs required to "The System" and confirm such notice in writing. "The Contractor" shall not be responsible for any damage or loss to the protected risk caused by any delay in notifying "The Contractor" of a fault or any delay caused by Force Majeure or other causes beyond its control.
- 3.9 Pay "The Contractor" for the investigation and remedial work required to any defect (except fair wear and tear, where "The Guarantee" or "Gold Cover" applies) howsoever caused.
- 3.10 Pay "The Contractor" on a time and materials basis, for bringing "Existing Equipment" up to current Standards & any codes of practices where applicable.
- 3.11 Inform "The Contractor" if the system is installed in or on leased or rented premises. "The Customer" is to advise the landlord of the premises in writing, the terms of this "Contract Agreement" and shall obtain the landlords written waiver of any rights he may have in respect of the system and an undertaking to obtain a similar waiver from his successors in title.
- 3.12 Must advise "The Contractor" in writing with regard to any variations required. Disputes relating to alleged verbal instructions will not be entertained.
- 3.13 In the case of an intruder alarm, advise the local Environmental Health Authority and Police within 48 hours of the completion of the work by "The Contractor". This is "The Customers" duty and responsibility under the Code of Practice for Noise From Intruder Alarms 1982.
- Also some district councils operate a "designated alarm notification area" which means that the customer must register the alarm system with the district council to comply with the "Clean Air & Pollution Act 2006".
- 3.13.1 In the case of a CCTV system, seek the advice of the "Information Commissioner" regarding the "Data Protection Act"
- 3.13.2 In the case of a Access Control system, seek the advice of the "Information Commissioner" regarding the "Data Protection Act"
- 3.14 Provide free of charge, electricity, toilet facilities, suitable and secure storage for all tools and equipment, materials and components for the duration of the installation.
- 3.15 Shall accept that for the avoidance of doubt, the terms and conditions of "The Contractor" shall override those of "The Customer". "The Customer" acknowledges that in submitting his own works order he is in so doing, accepting the terms and conditions of "The Contractor" as if he had appended his signature(s) to the "Contract Agreement" itself.
- 3.16 Unless agreed in writing to the contrary, pay "The Contractor" as follows.
- 3.16.1 25% deposit upon acceptance of the "Contract Agreement". 75% upon completion and without retention. The system will be demonstrated but not activated and fully handed over to "The customer" until such time as full payment is received. Depending upon circumstances, a return visit to activate the system may be charged.
- 3.16.2 Purposefully left blank
- 3.16.3 Purposefully left blank
- 3.16.4 For "Silver Cover"
25% of the fee [1st quarter], together with "The System" installation charge. Each and every quarter thereafter, by Direct Debit in advance. Where no Direct Debit is in place, or where a Direct Debit collection fails, "Silver Cover" must be paid annually in advance. Minimum contract 1 year, automatically renews until cancelled.
- 3.16.5 For "Gold Cover"
25% of the fee [1st quarter], together with "The System" installation charge. Each and every quarter thereafter, by Direct Debit in advance. Where no Direct Debit is in place, or where a Direct Debit collection fails, "Gold Cover" must be paid annually in advance. Minimum contract 3 years, automatically renews until cancelled.
- 3.16.6 For a "Monitoring System"
100% in advance of the initial 12 month period [non refundable] together with "The System" installation. Direct Debit facilities with flexible payment periods are available thereafter. Minimum contract 1 year, automatically renews year by year until cancelled.
- 3.16.7 For "Corrective Maintenance"
100% by Direct Debit. Alternatively credit facilities are available on request.
- 3.17 by allowing "The Contractor" or his servants or agents to install "The System" or "New Work", automatically

grant permission to "The Contractor" or his servants or agents, to enter the "Installation Address" and remove "The System" or "New Work", where "The Customer" has failed within 10 days written notice of such action, to pay for "The System" or "New Work".

- 3.18 Purposefully left blank
- 3.19 At his own expense and without delay or hesitation, "fence off", or allow to be "fenced off", a safe working zone around any area(s) when and if requested and as directed by "The Contractors" personnel without any hindrance or delay which could affect the progress of the work.
- 3.20 Accept that "The Contractor" will carry out credit checks as & when deemed necessary and acceptance of a quotation or the placing of a work instruction is in itself acceptance of this clause. "The Contractor" therefore reserves the right to cancel an installation or other services at any time that "The Contractor" receives an unfavourable report.
- 3.21 Accept that where "The Contractor" is employed under a construction contract, that for the purposes of payment "The Housing Grants, Construction and Regeneration Act 1996 (Part II) 113 Prohibition of conditional payment provisions (1A) provision making payment under a construction contract conditional on the payer receiving payment from a third person is ineffective" shall apply, unless that third person, or any other person payment by whom is under the contract (directly or indirectly) a condition of payment by that third person, is insolvent". It is therefore unlawful for "The Customer" to adopt a "Pay When Paid" policy. "The Contractor" payment terms therefore remain effective.

BRITISH TELECOM AND OTHER AUTHORITIES

- 4.1 In no case shall British Telecom or any other authority be deemed to be the agent of "The Contractor" and neither shall "The Contractor" be liable for any delay caused by or attributable to British Telecom or any other authority.
- 4.2 Unless specified otherwise, the charges payable under the "Contract Agreement", do not include any charge by British Telecom or any other Authority in respect of any telephone line connection, hire charge or any other service.
- 4.3 "The Contractors work will be deemed complete notwithstanding any work to be carried out by British Telecom or any other authority and full and immediate payment will therefore be due within the payment terms of the invoice submitted.

5 ASSIGNMENT

- 5.1 "The Contractor" shall be entitled to assign all or any of its rights under the "Contract Agreement" and shall be entitled to perform any of its obligations through nominated sub-contractors, servants or agents.
- 5.2 "The Customer" may not assign any rights hereunder.
- 5.2.1 Where "The Customer" sells and or vacates the "Installation Address", this "Contract Agreement" shall NOT be transferable.
- 5.2.2 Where a change of premises or business ownership is underway, it is the responsibility of "The Customer" to notify "The Contractor" immediately, supplying all relevant details to "The Contractor". Form TF1 is available from "The Contractor" for this purpose. "The Customer" undertakes to pay "The Contractor" ALL outstanding agreement balances immediately and on demand, upon receipt of which Form TF2 will be sent to the new proposed customer immediately upon receipt of form TF1 and any outstanding agreement / invoice payments. There will be no guarantee that the new proposed customer will be accepted by "The Contractor" therefore to obtain continuous and interrupted service it is imperative that all parties complete all documentation as efficiently as possible. IF the responses and credit checks are acceptable to "The Contractor", the new proposed customer will be offered a new contract agreement.

6 INSURANCE

- 6.1 "The Contractor" is not an insurer and does not warrant or claim that any security system is impregnable or that loss to the protected risk however caused will not occur nor does "The Contractor" offer any indemnity against loss to "The Customer". "The Customer" recognises that "The System" is not fail-safe and agrees that its purpose is to reduce as far as is reasonably possible but not to eliminate risk or loss to the protected risk.
- 6.2 "The Customer" is alone able to know the true value of the protected risk and of the property in or on its premises and the charges agreed herein are not related in any way to the value of such premises or property

and accordingly. "The Customer" undertakes comprehensively to insure the protected risk to the full value thereof against all risks.

6.3 "The Customer is responsible for "New Equipment" and "Existing Equipment" which makes up "The System" and therefore is solely liable for his own insurance. "The Contractor" does not undertake to insure such equipment against loss or damage howsoever caused.

6.4 "The Customer" must indemnify "The Contractor" and its servants or agents against personal injury including death as a result of negligence on the part of "The Customer" with regard to paying due care and attention to Health & Safety at all times.

7 LIMITS OF LIABILITY

7.1 "The Contractor" shall not be liable for any loss or damage suffered by "The Customer" howsoever caused, whether as the result of any negligence, breach of contract, misrepresentation or otherwise. Or resulting from any unauthorised entry or burglary, theft, robbery, damage disturbance or any inadequacy in the design, installation or maintenance of "The System" or any other cause.

7.2 "The Contractor" and its servants or agents shall only be liable for death or personal injury to "The Customer" or any other person caused by the negligence as defined in section 1 of the Unfair Contract Terms Act 1977 of "The Contractor" or of their servants or agents when acting in the course of their employment for the purpose of this "Contract Agreement".

7.3 In respect of any "Monitoring System" where this forms part of "The System" neither "The Contractor" or its servants or agents shall be liable for any loss borne by "The Customer" including but without limitation:-

7.3.1 as a result of any call not received at an "Alarm Receiving Centre" or any other signal receiving station for whatever reason or,

7.3.2 due to any cause whatsoever in circumstances whereupon receipt of a call at any "Alarm Receiving Centre" correct action has been taken in accordance with the procedures laid down from time to time or.

7.3.3 as a result of any failure in the communications system of any "Monitoring System" or "Alarm Receiving Centre" whether as a result of any breakdown in equipment or due to any faults in telephone landlines, telephone cellular networks, telephone answering equipment, electricity supply, force majeure or otherwise.

7.4 "The Contractor" and its servants or agents shall not under any circumstances whatsoever (whether by negligence, breach of contract or otherwise) be liable for any loss of profit or any indirect consequential loss, damage or injury nor in any circumstances whatsoever for any loss howsoever caused by an independent contractor.

7.5 "The Customer" shall be liable to "The Contractor" and their servant and agents for all costs, liabilities, loss, damages, charges and expenses suffered by reason of any breach by "The Customer" of his obligations hereunder.

7.6 "The Customer" shall be liable for any loss or damage to "The Contractor" or its agents, or employees tools and equipment, materials and components, whatsoever and howsoever caused, from the time that such tools and equipment, materials and components arrive at "The Customers" "Installation Address" or any other address nominated by "The Customer" to receive such items, including the cost of recovering such tools and equipment, materials or components, whether or not they were or are fixed to "The Customers" premises.

7.7 "The Contractor" and its servants or agents shall not under any circumstances whatsoever be liable for defects or damage caused by any act or neglect of a third party.

7.8 "The Contractor" and its servants or agents shall not under any circumstances whatsoever undertake redecoration or refitting of flooring to those parts of the premises which have been disturbed by the inspection, installation or repair of "Existing Equipment" or "New Equipment" to "The System" but will only make good such items of repair as may be entirely necessary and incidental to the performance of "The Contractor's" obligations under the contract.

7.9 "The Contractor's" aggregate liability shall not exceed the cost of the defective services. "The Contractors' prices are determined on the basis of these limits of liability.

7.10 "The Contractor" shall not be bound by the "Contract Agreement" until the signature of a duly authorised person appointed by "The Contractor" has been affixed to "The Contractor" copy.

7.11 "The Contractor" will not be affected or prejudiced as to its rights under the "Contract Agreement" by any waiver or delay in enforcement of those rights.

8 TERMINATION

- 8.1 "Gold Cover" (if applicable) will be instantly terminated without notice and without financial reimbursement or legal redress, if access to "The Installation Address" to "Maintain" or provide "Corrective Maintenance" to "The System" is withheld.
- 8.2 If payment due hereunder is more than 21 days in arrears, or If "The Customer" is in any breach of his obligations hereunder and fail within 30 days of any notice by "The Contractor" requesting "The Customer" to remedy such breach, "The Contractor" may terminate the "Silver Cover" or "Gold Cover" or any type of warranty in place now or in the future (if applicable) by giving immediate notice to "The Customer" whereupon "The Customer" shall no longer be entitled to the benefits of such "Cover".
- 8.3 "The Contractor" shall have the right by giving notice to "The Customer" to terminate the "Contract Agreement" immediately if "The System" or "The Installation Address" is destroyed or substantially damaged so that "The Contractor" is unable to reasonably continue its obligations hereunder.
- 8.4 "The Contractor" shall have the right by giving notice to "The Customer" to terminate the "Contract Agreement" immediately if the equipment has been subjected to unusual physical or electrical stress, neglect or misuse or any other cause (except fair wear and tear) which is not due to the neglect or default of "The Contractor".
- 8.5 "The Contractor" shall have the right by giving notice to "The Customer" to terminate the "Contract Agreement" immediately if the "Existing Equipment" or the "New Equipment" cannot be maintained in good working order by replacement spare parts or if it is damaged beyond economical repair. A pro-rata allowance may be made at the discretion of the "The Contractor", for "Silver Cover" or "Gold Cover" or any type of warranty where fees have been paid in advance.
- 8.6 The "Contract Agreement" will be automatically terminated if "The Customer" becomes insolvent or goes into liquidation, administration or receivership.
- 8.7 "Silver Cover" shall continue for a minimum period of one year and will be automatically renewed on a year to year basis thereafter until cancelled in writing by "The Customer" giving 90 days' notice. There will be no reimbursement of any fees paid in advance.
- 8.8.1 "Gold Cover" shall continue for a minimum period of 3 years and will be automatically renewed on a year to year basis thereafter until cancelled in writing by "The Customer" giving 90 days' notice. There will be no reimbursement of any fees paid in advance.
- 8.8.2 If "The Customer" cancels "Gold Cover" prior to 3 years having elapsed and if, "The Customer" has received benefit from such cover, the amount normally charged for that benefit will be recoverable from "The Customer", where the amount of that benefit exceeds the amount paid by "The Customer" to the date of cancellation.
- 8.8.3 Any type of "Monitoring system" shall continue for a minimum period of one year and will be automatically renewed on a year to year basis thereafter until cancelled in writing by "The Customer" giving 90 days' notice. There will be no re-imbursement of any fees paid in advance.
- 8.8.4 "The Customer" accepts that any warranty, either expressed or implied, ceases on the final day of proper written notice, OR immediately where proper written notice has not been provided, OR failure to pay any outstanding amount at any time for any reason, OR failed attempt(s) for any purpose by "The Contractor" to contact "The Customer" by any contact method registered with "The Contractor". It is therefore imperative that "The Customer" continually updates "The Contractor" with changes of email addresses, telephone numbers and key holder details.
- 8.9 If "The Customer" decides to down-power the system for whatever reason or change supplier and having provided "The Contractor" with reasonable written notice, "The Contractor" will provide assistance or change system codes as requested. There will be a charge for this service, payable in advance. Please note that "Contractor" engineering codes are not disclosed under any circumstance whatsoever.

9 ADDITIONS OR MODIFICATIONS

- 9.1 Any "Extra Work", modifications, alterations or extensions to "The System" shall be subject to the terms and conditions of the "Contract Agreement" and will be carried out by "The Contractor" its servants and agents at "The Customers" expense.
- 9.2 Any maintenance, inspection, modifications, alterations or extensions to "The System" not executed by "The Contractor" will automatically nullify the "Silver Cover" or "Gold Cover" or any type of warranty in place (if applicable) without reimbursement of any Monies paid in advance.

10 SERVICES & OR EQUIPMENT NOT PROVIDED

- 10.1 "The Contractor" will not provide, "Preventative Maintenance" or "Corrective Maintenance", to electrical equipment or any other equipment external to "The System".
- 10.2 Electrical Installations (unless clearly stated elsewhere).
- 10.3 Access equipment for working at a height above 5 metres. "The Customer" is required to supply this at his own expense which must be acceptable to the "Contractor".

11 JOINT & SEVERAL LIABILITY

Where two or more persons constitute "The Customer" or if the contract is entered into on behalf of a partnership the liability of those persons or of the partners shall be joint and several.

12 REVISION

- 12.1 "The Contractor" reserves the right to increase the charges herein in the case of increased costs, expenses and outgoings and related profit prior to completion of the "Contract Agreement" and at the renewal date thereafter in respect of "Silver Cover" or "Gold Cover" or any type of warranty or monitoring fees.
- 12.2 These definitions, terms & conditions supersede all others and shall remain in force until they themselves shall be superseded or cancelled in writing by "The Contractor"

13 FORCE MAJEURE

- 13.1 Without prejudice to the generality of the foregoing, "The Contractor" and their servants and agents shall not be liable to "The Customer" to the extent that fulfilment of their obligations to "The Customer" has been prevented, hindered or delayed or indirectly by force majeure as herein defined
- 13.2 "Force Majeure" means any circumstance beyond the control of "The Contractor" and includes but without limitation break-in or attempted break-in, fluctuations and stress in electricity supply, riots and commotion, war, rebellion, emergencies, strikes, lockouts or other labour disputes, accidents frost, heat, storm, intemperate weather, floods, fire. explosions or breakdown of machinery, any act or order of a local national or international authority or of a third party, shortage of labour, transport, equipment, materials, components, fuel, power or other supplies in consequence of non delivery or any other cause.

14 CUSTOMERS STATUTORY RIGHTS

- 14.1 The terms of this contract shall not affect the statutory rights of "The Customer" dealing as a consumer and the terms of this contract shall apply save that where "The Customer" is dealing as a consumer if any Act of Parliament or other statutory provisions for the time being in force shall avoid or make unenforceable any of the provisions hereof the said terms and conditions shall be deemed to apply with the exclusion of the provisions which shall be void or unenforceable as aforesaid
- 14.2 Without prejudice to the foregoing the illegality, invalidity or unenforceability of any provision of this contract shall not affect the legality, validity or enforceability of any other provision.

15 GOVERNING LAW

This "Contract Agreement" shall in all respects be governed by and subject to and interpreted in accordance with English law.