

Contractor B - Terms & Conditions

1.The Terms and Conditions herein shall form a contract between THE COMPANY Security Limited (the Company) and the customer or their authorised employee or agent in respect of an intruder alarm, CCTV fire alarm or other stated system or equipment that the company is required to supply, install or service.

2.The company will provide the equipment where specified and shall install the equipment in a workmanlike manner to the best of its ability.

3.The customer shall permit entry to the premises during normal working hours for the installation or service to be carried out. Work required beyond normal working hours or delays caused by customer absence will be charged for.

4.The installation or service shall be carried out during normal working hours i.e. Monday to Friday 0900 to 1800hrs. and the costs quoted are based upon these times (unless agreed otherwise in writing at other times). Early closure of sites before this time may, at the company's discretion, attract additional charges.

5.In the event of working being cancelled at short notice by the customer, the company reserves the right to make a cancellation charge of 25%.

6.Clear and unobstructed access is required. It is the customer's responsibility to clear stock, furniture or other items that may prevent or delay the work concerned.

7.The ongoing costs of the provision of an external telephone line or other external equipment and any transmission charges, shall be the responsibility of the customer.

8.The company shall, wherever possible conceal all wiring in an approved manner. No guarantee can be given that all cables can be concealed.

9.For accounting purposes any system shall be completed enough for payment when the control of the system is handed to the customer despite the fact that transmission connection to others may not be complete.

10.All new intruder alarms shall be installed to the requirements of PD6662,(EN50131-1) BS8243 as appropriate. In the case of CCTV systems new BSEN 50132-7. New fire Alarms shall be installed to the requirements of BS5839. NSI 'gold' Certificates of compliance will be issued for intruder alarm systems. BAFE certificates of compliance will be issued for new fire alarm systems. Certificates will normally be issued within one month of receipt of full payment.

11.All installations, additional works and service work shall be guaranteed for both parts and labour for one year from the date of handover.

12.All accounts are due for payment upon issue of invoice unless otherwise agreed in writing. Late payment will incur a credit charge of 10% over and above the interest allowed under the Commercial Debts Act.

13. Title to any equipment supplied remains with the company until paid for in full with cleared funds.

14.All charges made by the company are exclusive of V.A.T.

15.All new systems are supplied with an initial maintenance contract for twelve months free of charge. Maintenance contracts, where appropriate will be offered to the customer beyond this period. Fully wired alarm systems will have full parts and labour cover so long as the system has a continuous maintenance contract. And has not been misused or damaged in any way. Wire free systems and CCTV systems are covered under the maintenance contract for callouts and routine maintenance only. All calls for fire alarms are chargeable. Maintenance contracts are optional with the exception of intruder alarm systems with automatic police call.

16.System standby batteries will be replaced on service every four years unless the batteries should fail earlier. All batteries will be charged for at a rate less than un-maintained customers.

17.The company does not make any charge for remote resetting of police or brigade call systems.

18.In the case of non residential systems the cost of call outs and labour outside normal working hours will be passed to the customer.

19.Any maintenance contract will be offered at the company's discretion on a year to year basis. Cancellation of a maintenance contract by the customer will require three months notice.

20.The costs of any additional works or equipment shall be charged for.

21.Where the system requires service from either police or fire brigade any charges made by them will be the responsibility of the customer even if charged by them to the company.

22.Any failure of the company to perform its obligations for any reason beyond its control or by way of a fixed completion date (unless specifically agreed in writing) shall not be deemed a breach of contract.

23.The company does not know and shall not be deemed to know the value of the customers property or premises and is not the insurers thereof. It is the responsibility of the customer to make their own arrangements.

24. The company can only specify any system with the information provided by the customer at the time of quotation or what can be seen by the system designer. Any additional costs resulting after installation that was not evident at the time will be the responsibility of the customer.

25.Apart from death or personal injury the aggregate liability of the company and its staff or any breach of contract, breach of statutory duty or negligence arising out of this contract or presence at the customers premises shall be limited to £2,000,000 for any kind of loss or damage whatsoever. The customer shall notify the company within 30 days of the occurrence, in writing giving grounds for such claims.

26.Although the installation is designed to the best of the company's skill and knowledge to reduce the risk of loss, damage or injury as the case may be, the company does not represent that any installation may be neutralised, circumvented or otherwise rendered ineffective. In such an event the company shall not be liable for any losses, damage or injury directly or indirectly caused to the customer or any unauthorised persons.

27.This contract is subject the laws of England and Wales and the parties should submit to the jurisdiction of the courts thereof.

28. The company complies with the General Data protection Regulations (GDPR) and refers customers to the company Privacy Notice on its website

29. Where a maintenance contract is transferred to another approved company we shall need to attend site to change the engineer code, to enable the new maintainer to gain access to the system for maintenance and repair.

An appointment will be made within the notice period. The cost would be charged at our non-contracted hourly rate, plus travel.