



ISO 9001 Quality Assured



OUTRIGHT

PURCHASE/

MAINTENANCE AGREEMENT

System type: EH) Access Control System : NCP 109

Date: 24 May 2022

Customer Reference Specification Number: **QP/3590 / 7016**

This agreement is made on the date shown in the schedule annexed hereto ("The Schedule") between ("The Company") and incorporates the terms and conditions printed overleaf and any other document annexed hereto and **Saltash Town Council** ("The Customer") regarding installation address **The Guildhall, Saltash, Cornwall, PL12 6JX**

QUOTATION		PRICE	PLUS VAT
INSTALLATION		£2085.62	20%
2 nd YEAR ANNUAL CHARGE		£77.00	20%
INTRUDER ALARMS ♦ FIRE ALARMS ♦ EMERGENCY LIGHTING EXTINGUISHERS ♦ CCTV ♦ CENTRAL STATION MONITORING ♦ ACCESS CONTROL ♦ LOOP INDUCTION SYSTEMS			
ADDITION 1	Yes / No *	£0.00	20%
ADDITION 2	Yes / No *	£0.00	20%
ADDITION ANNUAL CHARGE in conjunction with ADDITIONS 1 & 2 (if any)		£0.00	20%

* Please delete as appropriate.

ACCOUNT TO BE PAID IN FULL ON COMPLETION

IN YOUR INTEREST YOU SHOULD CAREFULLY READ THE TERMS OF THE AGREEMENT ON THIS PAGE AND OVERLEAF BEFORE SIGNING

Signed for and on behalf of the CUSTOMER

Print name of signatory:

.....

DATE:

Invoice address: **Saltash Town Council, The Guildhall, Saltash, Cornwall, PL12 6JX**

Signed for and on behalf of the COMPANY

TRURO

EXETER

PLYMOUTH

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WHEREBY IT IS AGREED

1. That the Schedule and specifications annexed hereto should form part of this agreement

2. That the Company will install and sell to the Customer and the Customer will purchase and from the completion of the installation, the Company will maintain a Security / Fire Alarm System and additional protection (if any) ("the Security/ Fire alarm System") in accordance with the attached specifications) prepared for the Customer ("the specification") for the sums shown in the Schedule under "Installation Charge" and "Additional Protection Charge" if any, and, if applicable, will pay from time to time as the sums fall due the Annual Maintenance and, where applicable, the Monitoring Charge subject also to the General Conditions annexed hereto.

3. INSTALLATION CHARGES

(a) The charge for installing the Security / fire alarm system, which shall cover the cost of compliance in accordance with the Specification and British/European Standards as currently in force, shall be set out in the Schedule hereto.

(b) The charge for additional protection (if any), shall be set out in the Schedule hereto.

4. INITIAL ANNUAL MAINTENANCE CHARGES INCLUDING MONITORING CHARGE WHERE APPLICABLE

shall be as set out in the Schedule hereto and shall be the basic charge for which the Company will carry out its obligations under Clause 9 hereof and shall apply.

(a) Up to 12 months from the Completion Date defined in Clause 5 hereof.

(b) Thereafter the annual maintenance and monitoring charge shall be such sums as the Company shall from time to time reasonably determine.

5. DURATION

This Agreement shall be for a minimum period of two years from the date of the completion of the installation of the Security / Fire alarm system ("the Completion Date") and shall continue thereafter from year to year unless and until determined by either party giving to the other at least twelve months' notice in writing to determine this Agreement at the expiration of the said minimum period or on any subsequent anniversary thereof.

6. ALARM RECEIVING CENTRE IN CONNECTION WITH YOUR SECURITY SYSTEM

Your attention is drawn to the General Conditions annexed which sets out your responsibility to indicate if BT or other telephone provider connection is in place or required.

7. IN THE CASE OF AN ALARM RECEIVING CENTRE SECURITY SYSTEM

(a) The Customer shall at his own expense procure any necessary Licence or authority and procure the telephone connections to be installed and connected by British Telecom or other telephone providers and pay such British Telecom or other providers installation and rental and call charges as may from time to time become due and enter into any such agreement with British Telecom or other providers as may be necessary for the provision of a terminal block to be fitted adjacent to the control unit

(b) The Company shall have no obligation with regard to the installation or maintenance of the telephone connection notwithstanding any assistance that the Company may volunteer to the Customer in connection with the Customer's dealings with British Telecom or other providers, which assistance is given without prejudice to the Customer's obligations under paragraph (a) above.

(c) British Telecom or any other telephone provider shall not be deemed the Agent of the Company for any purpose and the Company shall not be liable for any delay on the part of British Telecom or other providers in the installation and connection for the telephone connections.

(d) Until the Company shall have been notified in writing that the telephone connections have been installed and connected the obligations of the Company hereunder relating to maintenance shall be obligations in relation to a Security / Fire alarm System without Telecom telephonic connections.

(e) The Company will apply for one British Telecom line on your behalf if required.

8. POWER SUPPLY

The Customer shall supply and maintain the required 240V power supply for the system.

9. PAYMENT

(a) The Customer shall pay the installation charges specified in the Schedule to this Agreement upon Completion.

(b) The installation charges specified above are calculated upon the basis that the Company is able to obtain access to the premises without delay and that the work of the installation is carried out and completed without interruption on consecutive days (excluding Saturdays and Sundays) during normal office hours (8.30am to 5.30pm). If the expense to the Company is increased by delay in obtaining such access or by the Company complying with a request by the Customer to interrupt its work or to work outside normal office hours, then the Company shall be entitled to make an additional charge.

(c) The Customer shall pay each invoice submitted by the Company within 14 days of the date of the invoice and time for payment shall be of the essence of this Agreement.

(d) All amounts payable by the Customer under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Agreement by the Company to the Customer, the Customer shall, on receipt of a valid invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of services or Goods at the same time as payment is due for the supply of the services or Goods.

(e) Without limiting any other right or remedy of the Company, if the Customer fails to make any payment due to the Supplier under the Agreement by the due date for payment (Due Date), the Company shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above Barclays Bank Plc's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

(f) The Customer shall pay all amounts due under the Agreement in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part.

10. MAINTENANCE AND WARRANTY

10.1 Subject to payment of the initial Annual Maintenance Charge (including Monitoring Charge where applicable, as set out in the Schedule hereto and defined in clause 4 hereof) the Company warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the goods ("the Goods") supplied under this agreement shall:

(a) conform in all material respects with their description and the Specification;

(b) be free from material defects in design, material and workmanship;

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

10.2 Subject to clause 10.3, if:

(a) the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 10.1; and

(b) the Company is given a reasonable opportunity of examining such Goods the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

10.3 The Company shall not be liable for the Goods' failure to comply with the warranty in clause 10.1 if:

(a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 10.2;

(b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

(c) the defect arises as a result of the Company following any drawing, design or specification supplied by the Customer;

(d) the Customer alters or repairs such Goods without the written consent of the Company;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

(f) the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

10.4 Except as provided in this clause 10, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 10.1.

10.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 10.2

10.6 For the avoidance of doubt and subject to clause 10.1, the Company shall not be liable for any acts of malicious persons, vandalism, intruder or attempted intruder, building alterations, or accidents causing damage of any nature to the Goods

10.7 After expiry of the Warranty Period, subject to payment by the Customer of the Annual Monitoring and Maintenance Charge under the terms of this Agreement the Company shall, at the intervals laid down by British and European industry standards ("the Industry Standards") in force from time to time inspect, test, replace (if necessary provided that replacement Goods and connected labour charges are at the additional expense of the

Customer) and adjust the Security/ fire alarm System and leave it in good working order in accordance with the Industry Standards provided that the Customer shall afford the Company and its servants and, if necessary, the National Security Inspectorate full access to the Security / fire alarm System and the Customer's premises for this purpose.

11. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO

11.1 Nothing in this Agreement shall limit or exclude the Company's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

(e) defective products under the Consumer Protection Act 1987.

11.2 Subject to clause 11.1:

(a) the Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement; and

(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed £[AMOUNT].

11.3 Except as set out in the Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

11.4 This clause 11 shall survive termination of the Agreement.

12. TITLE AND RISK

12.1 The risk in the Goods shall pass to the Customer on completion of delivery.

12.2 Title to the Goods shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) for:

(a) the Goods; and

(b) any other goods that the Company has supplied to the Customer in respect of which payment has become due.

12.3 Until title to the Goods has passed to the Customer, the Customer shall:

(a) hold the Goods on a fiduciary basis as the Company's Bailee;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition on the Company's behalf from the date of delivery;

12.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 16 or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

13. ALARM RECEIVING CENTRE

In the case of an Alarm Receiving Centre Security System, the Company will provide a Monitoring Service in accordance with the terms set out in the specifications.

14. The maintenance and monitoring requested by the Customer under this agreement will be charged to the Customer at the Company's standard rates from time to time in force. The Customer will make payment of such charges by the thirtieth day of the month following invoice and in the event of delay on the part of the Customer in making payment of any such charges and the same bear interest calculated daily at a rate of 4% per annum above Barclays Bank plc's base rate for the time being in force.

15. SECURITY

The Customer will comply fully with all the rules from time to time prescribed by the Company in relation to the manner of the provision of The Security /fire alarm System (or any of them) and in particular (but without prejudice to the generality of the foregoing) the Customer shall at all times follow such procedures as The Company may require for the purposes of ensuring the security of the equipment provided.

16. TERMINATION

Without prejudice to its rights in respect of any antecedent breach or liability on the part of the Customer the Company shall be entitled forthwith on giving written notice to the Customer to terminate this Agreement.

(a) If the Customer goes into liquidation whether voluntary or compulsory (other than for the purpose of amalgamation or reconstruction) or has an administrator or administrative receiver appointed over the whole or part of its assets or suffers any similar action in consequence of debt including, in the case of an individual, bankruptcy proceedings.

(b) If the Customer is in breach of any of its obligations hereunder and (in the case of a breach capable of remedy) has failed to remedy the same within seven days of the Company giving it notice requiring such remedy.

17. FORCE MAJEURE

Notwithstanding anything herein contained neither party shall be under any liability to the other in respect of any failure to perform or delay in performing any of its obligations hereunder which is due to any cause of whatsoever nature beyond its reasonable control and no such failure or delay shall be deemed for any purpose to be a breach of this Agreement

18. ASSIGNMENT

The Customer shall not in any circumstances assign or purport to assign the benefit of this agreement whether in whole or part.

19. VARIATION AND WAIVER

(a) The provisions of this Agreement shall be capable of being varied only by an instrument in writing signed by a Director of the Company and a duly authorised representative on behalf of the Customer.

(b) The failure of either party to exercise any rights conferred on it by this Agreement shall be deemed to be a waiver of any such rights or operate to bar the exercise or enforcement thereof at any time or times.

20. NOTICE

Any notice to be given hereunder by either party to the other may be given by letter sent first class post or by fax addressed to that party at the address specified overleaf or such other address as such party may from time to time nominate for the purpose hereof and shall be deemed to have been served:

(a) If given by first class letter post 48 hours after posting and,

(b) If given by fax one hour after transmission if transmitted during normal working hours and 12 hours after transmission if transmitted outside normal business hours.

21. PROPER LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the Laws of England where the Customer is not incorporated or resident in England then by its execution of this Agreement it agrees to submit to the exclusive jurisdiction of the Courts of England and appoints all of its employees as its agent for the purposes of accepting service of proceedings.

22. GENERAL NOTICE

(i) The Company and the Customer agree to the terms and conditions set out herein, which the Customer declares he has read and understood by signing the attached agreement.

(iii) THESE MONITORED INTRUDER ALARM SYSTEMS WILL BE SET TO WORK ON "AUDIBLE ONLY" PENDING COMPLETION OF THE TELEPHONE INSTALLATIONS AND CONNECTIONS. THE CUSTOMER MUST NOTIFY THE COMPANY IN WRITING, WHEN THE B.T. CONNECTION HAS BEEN INSTALLED.

(iv) The Customer acknowledges its obligations under the Control of Noise (Code of Practice on Noise from Audible Intruder Alarms) Order 1981.

(v) Emergency service is available by contacting the telephone number shown on the control panel of the Security/ fire alarm systems.

(vi) Monitoring service is available when paid for on a 24hr/day 365 day/year basis.

22 Severance:

(a) If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

