



## Our Terms And Conditions of Business.

### 1 DEFINITIONS

**"THE COMPANY"** is Day2Day Security Services Ltd which also t/as ITS Fire & Security., and is the organisation responsible 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, firm or organisation being a signatory to this Contract sometimes referred to as "you" or "your" in these Terms and Conditions.

**"THE PREMISES"** are the Premises set out in the Specification.

**"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, System Design Specification, Maintenance and Acceptance together with these Terms and Conditions.

**"SYSTEM DESIGN 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.

**"ALARM RECEIVING CENTRE" (ARC)** means a continuously manned remote centre to which alarm activations and/or video data are signalled and passed to the relevant response authority (e.g. police, fire brigade, key holder). Such Centres are Independent from, albeit chosen by our Company and carry their own Insurance should they fail to deal with any received signals as per DD243 etc. We endeavour to choose the most cost effective solution available which helps keep our costs to you under control, without loss of service. Such service providers maybe changed by us without notice.

**"HANDOVER DATE"** means the date on which the Installation is completed (notwithstanding that connection of any remote signalling is outstanding) and the Handover Completion Certificate has been signed.

**"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.

**"CORRECTIVE MAINTENANCE"** means the investigation and repair of faults reported by the Customer, including false alarms from intruder alarm systems.

**"INSURANCE"**, The Company Carries limited Insurance in connection with its business, amounts may vary without notice but currently the Company has a limited liability of £10m each for public and employer liability Insurance. The Company is also insured for efficacy.

**"SSAIB"**, this Company is regulated by the Security Systems Alarm Inspection Board who can be contacted directly on T:0191 2963242, or E:ssaib@ssaib.co.uk. This regulatory authority has a formal complaints procedure and inspects this Company Annually to ensure compliance.

### 2 GENERAL

Issuing an Instruction to the Company for work is a 'Contract' and signifies the acceptance of these Terms and Conditions along with any other requirements defined in the Design Specification. For the purposes of interpretation, where the requirements of the Specification conflict, with any clauses of these Terms and Conditions, the Specification 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, either stated or implied shall detract from the Customer's statutory rights. Our Terms and Conditions may be updated occasionally and the latest Terms and Conditions published will supersede previous versions. The latest version of this document can be viewed at [www.its-home-security.co.uk](http://www.its-home-security.co.uk)

### 3 COSTS

i) The quoted costs may be revised if:

- a) You want the work carried out more urgently than agreed, or
- b) You change the Specification, or
- c) Your Premises are in some way unsuitable for the equipment and this was not apparent from our original surveyor or there are circumstances about which we should have been made aware, or
- d) There are any other special circumstances we were not aware of when supplying our original quotation.

ii) All telephone line installation, rental and call charges are the responsibility of the Customer. The telephone must be capable of making outgoing calls, not have call barring and in the case of Redcare not be subject of a cheaper call provider, as this inhibits BT's ability to poll your telephone line to ensure it is working. Redcare signalling works on a specific telephone number, should you change, cancel the Redcare number it may not work. All costs associated with premature cancellation of a Redcare Contract, i.e. minimum period 3 years for a FOC Redcare unit will be charged back to customer. Commercial Alarms communicate with the Alarm Receiving Centre,.

iii) All monitored systems under the new EN regulations communicate with the ARC automatically and you will see call charges appearing on your telephone bill for an 0870 telephone number, this is a cost of owning a Police Response alarm and is your responsibility.





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iii) If you are late in paying us, we may charge you interest at the rate of 4% per year over the base rate of Barclays Bank plc from the due date until the date we receive payment. Any equipment installed by us remains our property until payment for same has been received in full and you agree to take reasonable care of the equipment on our behalf until payment has been received.

iv) Quotations and Installations.

Standard working hours are between 8:00am and 5:00pm. Outside these times labour will be charged as stated below.

See 3 (i) above, and cannot always be agreed to but depends on Engineer availability.

- The labour charges have been calculated on the understanding that time on site will not be unduly interrupted or their working prevented and if so additional charges may be applied.
- No allowance has been made for the provision of access equipment (including harnesses), and if not available on site will be hired from a local supplier and charged back at cost.
- No allowance has been made for the disposal of hazardous waste i.e. old alarm electrical equipment as taken down and this facility will be hired in from a local supplier and charged back at cost.
- Unless stated an assumption has been made that any existing cabling to be used is fit for purpose and can be re-used if this is not the case then additional charges may accrue for renewing where required.
- Where the cost of this work is of a substantial sum, the Company may require 50% payment up front before work commenced and thereafter weekly stage payments.
- Parking and Charging Costs will be charged back if incurred.
- The Company will only install the job specified within this quotation, should extra works or variations be required, extra charges will be applied after receipt of a purchase order. No retention of payment for work completed should be made.
- When working in an HMO access as required needs to be arranged into rooms/apartments so that the installation schedule is not delayed in order. If there is delay extra charges may be applied.
- Asbestos found within working areas will need to be dealt with and removed by the clients agents, our Engineers will not work in affected areas and such delays may lead to extra charges being applied.

## Quotation Exclusions

- Out of hours workings ( unless specified)
- Builders works
- Making Good
- Arrangement of permits
- Retention monies . Fire Alarm and other Security System Installations are not the subject of CIS Regs and we will require our Invoices paid in full without any such deduction. This Company's UTR is 6932519006.
- Fault finding to existing cables
- Asbestos in building, may delay our Engineers whilst it is dealt with by the Client safely and as such involve extra costs/time on site for us which will be charged back.
- Removal of existing furniture/fixtures/equipment
- 230v Supplies or connections, excluding fused spur as allowed for

v) Unless otherwise agreed in writing, the Quotation does not include additional work such as chasing walls to bury cables, 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 installed. If we lift floorboards, carpets etc we will endeavour to put back as is, but all such work is at the clients risk.

vi) 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 7 (i). Any equipment which remains the property of the Company shall be defined in the system Specification. We reserve the right to recover such equipment on termination of the maintenance contract.

vii) Where we use existing cabling from and existing alarm, or the pre-wiring in a new property we will endeavour to ensure that it is functioning properly. If it is not additional charges may be incurred to replace it, and such cabling is not guaranteed under the monitoring and maintenance contract. Failure may become a chargeable repair.

viii) Accordingly existing sensors/equipment will not be covered by our guarantee and do not become part of any maintenance contract nor are they guaranteed by us. Failure will be a chargeable repair.

ix) Under the latest EN regulations Domestic installations will usually be installed to Grade 2, and Commercial to Grade 3.

x) Working at height, Engineers carry ladders for working at reasonable heights for short periods i.e. to put bell boxes up, however if they decide that it is unsafe for them to do so, then another safer method of doing the work maybe required, and providing such a method and the expense for same will be the customers responsibility.





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xi) Parking and Congestion Charges or any other 'out of pocket expense' incurred by our Engineers whilst on site will be charged back at cost on the Invoice submitted.

## 4 COMPANY'S OBLIGATIONS

- i) We agree to complete the installation and hand it over in good working order conforming to the Installation Standard declared in the Specification. We will always seek your agreement should changes to the specification be required during installation.
- ii) When we commission the Installation. We will train you in its operation. When you are satisfied with the Installation, we will give you a Handover Completion Certificate to sign. We will give you a Certificate of Conformity when the Equipment has been paid for in full.
- iii) We agree that if any of the new Equipment or our workmanship is faulty in the first twelve months, it will be repaired or replaced at our expense, including call-out providing you let us know as soon as the fault occurs.
- iv) The annual maintenance and remote monitoring facilities commence upon completion and handover of the installation and continue from year to year upon payment of charges presented until cancelled in writing giving not less than two months' notice.

## 5 CUSTOMER'S OBLIGATIONS

- i) 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 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 installation and no other consent is needed.
- ii) 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.
- iii) If the Equipment activates to the Alarm Receiving Centre, you need to let us know as soon as possible. If the Equipment needs to be re-set, we may charge you at our usual rates then in force. However remote re-sets may be made free of charge. Telephone 0800 856 417
- iv) 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 may affect the equipment's effectiveness. Broadband upgrades may affect your alarms ability to transmit/receive and a filter maybe required which is a chargeable expense.
- v) The equipment does not belong to you until it has been paid for in full, If you do not pay the balance of the installation charge when it is due, we have the right to remove the Equipment from your premises without notice. By signing the Contract with us, you irrevocably authorise us to enter your Premises to remove the Equipment if payment remains outstanding.

- vi) If you cancel our Contract less than four days before installation, we may charge you for any equipment we have bought for your Premises and make a reasonable charge for damages for breach of contract.
- vii) If the Equipment is connected to an Alarm Receiving Centre, it is your responsibility to make sure that the telephone line is working properly and the account correctly maintained.
- viii) 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. Putting shelving, boxes or large items of equipment may impair the reach or vision of the sensor and create blind spots. Simply put for Police to attend 2 sensors at least must be activated, do not keep valuable in areas that can be accessed by only tripping one sensor, i.e just inside a door, or by a window that could be broken and items removed through it.
- ix) You agree to permit the Company's staff and representatives of its regulatory body (only whilst accompanied by the Company's staff) access to the installation for the purposes of maintenance or inspection.
- x) You must keep the approval of the emergency services i.e. the fire and police, if you loose it by too many false call outs then we will only be liable to provide a reduced service that does not need their approval, i.e. Key-holder response, until such time as the emergency services are willing to re-instate your service.
- xi) Make due payments to us on time

## PAYMENTS

- x) Payments due for the installation cost of supplying, fitting and commissioning Systems are due to be paid in full on the day of Handover, on larger contracts deposits up to 50% of Contract Cost maybe necessary before work can start, the balance then being due on Handover Day. Payment for monitoring services are paid at the agreed rate in advance. Payment for the Police to issue a URN and must be made to us before the URN will be applied for.
- xi) Variations to these payment terms are not authorised unless the Directors have agreed in written disclaimer before work commences to allow a variation to these terms and conditions. Such disclaimer will only relate to the items specified within it and not the whole of these terms and conditions.
- xii) Taking extended payment times i.e. 30 days, 40 days etc., without written authority from a Director before work commences may result in interest being charged.





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xiii) Retentions of any kind come within these terms and conditions and are not allowed unless a Direction has agreed in writing before work commences.

xiv) CIS payments. Alarms, CCTV, PA systems, Door Entry systems etc, are a system and not part of a building. There is a specific exclusion in the CIS regulations for this.

## **6 MAINTENANCE, SERVICE AND MONITORING**

i) In return for payment of the maintenance charge, the Company will maintain the Installation in accordance with the current installation standard and respond to your emergency calls for assistance. If your Equipment is installed to PD6662 (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.

ii) If we have to attend the Premises, or repair the Equipment between routine maintenance visits, we will make a charge at our usual rates unless the work is covered by Clause 4 (iii).

iii) The Annual maintenance charge does not include charges for replacement parts or batteries, which will be charged in addition to the annual charge

iv) Where the installation is monitored by an Alarm Receiving Station (ARC) for direct response by emergency service (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.

v) We will not normally agree to attend your premises for maintenance visits if there is not a responsible person present to see our Engineer on and off the premises, however if an arrangement has been made then your PIN Number will be required, otherwise our Engineer may have to crash the panel to work on the panel, which may result in your PIN Number being erased temporarily until re-entered. Remember we do not keep a record of personal PIN's.

## **7 LIABILITY**

The Company does not know, and shall not be deemed to know the true value of the Customers property or premises and is not the Insurer thereof. Rooms containing safes, fine art or other valuable should be declared to the Surveyor in order that he may design a system appropriate for risk. The system will be designed to give maximum protection to your premises and priced accordingly. If you decided to opt for a cheaper system despite our recommendations to reduce cost, then this is your decision and your responsibility.

I) 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, malicious damage, or caused by the authorities to gain entrance to your property because of the alarm activating.

II) The Company has 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. A copy of the relevant Insurance schedule is available to the customer upon request. Any claims received will be passed on to and dealt with by the Company's Insurers.

iii) 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. 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.

iv) 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.

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

vi) Because of changes under the Police Rules(DD243:2006) regarding Police Response Alarms, Panic Buttons are only allowed 2 false calls in any 12 month rolling period. The reality of this is that some Forces cancel the URN for the whole system because of false alarms via the Panic Button and you can be left without a response. As from 19<sup>th</sup> September 2006 we have asked the 'ARC' to intervene on all Panic Alarms and they will be by default contact the key-holders first to ensure it is a valid alert before asking Police to attend. In some circumstances this may not be acceptable to the client or their Insurers and a request should be made to us to immediately Police all Panic Button alerts, bearing in mind possible consequences of false activations under DD243:2006

vii) If damage is caused to your premises by the Emergency Services responding to the alarm, then the costs for any such damage should be a the subject of a claim on your household insurance and no liability can be accepted for such actions of the Emergency Services by the Company.

## **TERMINATION**

i) Either the Customer or the Company can terminate the Contract by giving not less than two months' written notice after the initial contract term is fulfilled i.e. 12 months or longer if originally agreed. If you wish to terminate the Contract with less than two months' notice, the Company reserves the right to charge the next year's costs of any monitoring charges if these have already been paid in advance by the Company on your behalf.

ii) The Company may terminate this Contract should the Customer breach any of its conditions or if the Customer is in arrears with any payments due for a period in excess of 30 days. This will not prejudice the Company's right to reclaim the





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payment outstanding. In such circumstances, seven days notice of cessation of any remote monitoring will be given by the Company.

iii) In the event that the maintenance contract is terminated, the Company shall be provided with access to recover any equipment and/or firmware which did not belong to the Customer but was rented from the Company.

iv) The Company reserves the right to remove logos, nameplates, motifs or any other Company identity from the Equipment.

## 9 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.

## 10 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.

## 11 GENERAL

i) We may hand over all our responsibilities under this agreement to another company or transfer any rights under it. We may also employ others to carry out our tasks. This will not reduce your rights under this agreement.

ii) If you have made this agreement together with someone else, you are both liable jointly and individually to us.

iii) Data Protection Act 1998. We may pass on the information you have given us under this agreement to any police, fire or other authority and, except for security details, to any credit reference, debt collection or public telecommunications agency, and to the any Authorised person who may work on the system on our behalf.

iv) We intend that all conditions of this agreement are in this document and specification.

v) If you or we want to change the conditions of this agreement it must be done in writing and signed by you or one of our Directors.

vi) If we do not insist on the strict conditions of this agreement we may still enforce all the conditions against you on other occasions. If you break a condition or we do not take any action against you, it does not mean that we will not take action against you if you break it again or continue with the same breach without putting it right, or if you break any other conditions.

vii) If a Court finds that part of this agreement is not enforceable but can be kept separately from the rest of the agreement, this will not affect the remainder of the agreement.

viii) These Terms and Conditions of Business will from time to time be updated, and the latest edition of which will be published on our website at [www.its-home-security.co.uk](http://www.its-home-security.co.uk). The version applicable at any time to the Company and its customers will be the version so published.

1<sup>st</sup> January 2008

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