

ADT QuickConnect Consumer Agreement

(A Rental Agreement is regulated by the Consumer Credit Act 1974)



ADT Always There®

Enquiry Number _____ Sales Consultant's Name _____

Type of system: NEW EW TO TOE (tick as appropriate)

This is an agreement between ADT Fire and Security plc and the customer(s) whose name(s) appear(s) below. We will install a System and provide our services under the terms and conditions in this document. Please read all the terms and conditions, in particular conditions 4, 5 and 6 on page 5. This agreement is for a minimum of 36 months.

CUSTOMER DETAILS			
Names	Mr / Mrs / Ms / Miss	Surname	Forename(s)
Invoice Address			
	Postcode	E-Mail	
Telephone Numbers	Home	Work	Mobile

MONITORING, MAINTENANCE, SERVICE AND EQUIPMENT RENTAL CHARGES			
Keyholder monitoring with Comprehensive Maintenance	£	<input style="width: 100%;" type="text"/>	a month including VAT
Additional monthly telecommunication charges	£	<input style="width: 100%;" type="text"/>	a month including VAT
Your total Monitoring, Maintenance, Service and Equipment Rental Charges will be:			
- this charge covers the monitoring, maintenance, service and rental of the system and			
- is payable in advance and can vary - see conditions 9.2 and 10.2 on page 5 & 6			
	£	<input style="width: 100%;" type="text"/>	a month including VAT
Payment method:			
- Monthly Direct Debit only			
<i>There will not be any police response available with this system.</i>			

TITLE TO SYSTEM
ADT QuickConnect system equipment is owned by ADT.

SYSTEM AND SERVICE DETAILS				
ADT QuickConnect Package	<i>(Tick here)</i>		ADT QuickConnect Fire Package	<i>(Tick here)</i>
1 x Intruder Panel 2 x Passive Infrared Movement Detectors 1 x Door Contacts 1 x Keypad 1 x Decoy Bellbox			1 x Intruder Panel 1 x Smoke Detector 2 x Passive Infrared Movement Detectors 1 x Door contacts 1 x Keypad 1 x Decoy Bellbox	
Additional Products - (can be added to both packages)			Total Supply and Install Charge	
Product	Cost per unit	Qty Required	Total Cost	Location
			- this charge covers the supply & installation fee (or to take over an existing ADT QuickConnect system) - this charge is payable in full, in advance of installation £ <input style="width: 100%;" type="text"/> including VAT	

PAYMENT DETAILS	
I/we would like to order/take over a System and agree to pay the charges as indicated above. I/we enclose the Installation fee of £ <input style="width: 100%;" type="text"/> by Cheque or I/we have authorised you to charge this amount to my/our Credit Card / Debit Card (detailed opposite).	ADT Credit Card Hotline: 0870 609 1763 ENCRYPTED DETAILS OF CARD USED FOR A COMPLETED AUTHORISED PAYMENT First 4 and Last 4 digits of the Card Number Used ADT Card Transaction Authorisation No. Name of ADT Operator

AGREEMENT SIGNATURES	
1. You have read the whole of this document including the Important Information Section and have checked that all the details are correct. 2. You should only sign this agreement if you are prepared to keep to its legal terms and conditions.	3. The date of your signature will be the date of the agreement. 4. ADT would like to contact you from time to time to tell you about us, our products or other marketing information. Please tick this box if you do not wish to receive such information (please note we do not pass customer details onto third parties). <input type="checkbox"/>
Your Signature - if there is more than one customer, you should both sign.	Please print name(s) <input style="width: 100%;" type="text"/> Date <input style="width: 100%;" type="text"/>

SCHEDULE

Installation Address

(Complete if installation address is different to invoice address as detailed on page 1).

Contact Name: _____

Notes: _____

Telephone no. for System: _____

Telephone line provider: _____

KEYHOLDER DETAILS

Please include a Codeword of your choice (UP TO 7 LETTERS)

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This will be used by our Alarm Receiving Centre

PLEASE ENTER BELOW DETAILS OF AT LEAST TWO KEYHOLDERS.

Customer details. If you would like ADT to contact you in case of an emergency when you can not be contacted at your home.

1 Surname: _____
Title: _____ Initials: _____
Address: _____

Postcode: _____
Tel Home: (Not Mobile) _____ (Mandatory)
Tel Work/Mobile _____

2 Surname: _____
Title: _____ Initials: _____
Address: _____

Postcode: _____
Tel Home: (Not Mobile) _____ (Mandatory)
Tel Work/Mobile _____

3 Surname: _____
Title: _____ Initials: _____
Address: _____

Postcode: _____
Tel Home: (Not Mobile) _____ (Mandatory)
Tel Work/Mobile _____

N.B. IF THERE IS ANY CHANGE TO THIS INFORMATION PLEASE NOTIFY US, IN WRITING, WITHIN 48 HOURS TO: ADT Fire & Security plc, PO Box 128, Salford, Manchester M5 2WX or call 0844 800 1999

IMPORTANT INFORMATION - YOU SHOULD READ THIS CAREFULLY

General - Once you have signed this agreement the following will apply:

You will legally have to keep to its terms. You should read this carefully before signing. If there is anything which you do not understand, please ask before you sign.

- You have confirmed that you have read the terms and conditions in this document which are part of this agreement.

- You have acknowledged that police response services are not included in this agreement.

- You have acknowledged that your personal details (*and those of your keyholders*) may be held on ADT, fire or other authority computer files under the conditions of the Data Protection Act 1998.

- You must tell us of any changes in such details immediately.

- ADT have the right to share your details with credit reference agencies so we can assess our credit risk. We say more in condition 12.3 on page 6.

- All orders are subject to credit approval.

- **You have confirmed that you are not using any part of the System to protect the Premises from which a business is run.**

- You understand that this agreement is for a minimum of 36 months, if you cancel the agreement during this period you may be liable to pay a proportion of the monitoring, maintenance and service charge for the remainder of that period. This is a rolling agreement and will automatically continue after the 36 month period

- You understand that the telephone line which the System will use must be capable of making outgoing calls and must not have active call barring enabled on that line (BT highway and ADSL lines are only suitable in conjunction with an additional filter). You understand and accept that in the event that at the time of placing an order you are unable to provide all of the information necessary for us to successfully arrange the signalling to coincide with the installation, the system may be commissioned as AUDIBLE BELLS ONLY. In such circumstances the system will not be monitored although the installation and charges will still apply. If the System is not monitored by us the words in italics in the Terms and Conditions on pages 4, 5, and 6 will not apply.

Right to Cancel: You have 7 working days from the date of this agreement during which you have the right to cancel the agreement. You must do this by writing to ADT informing us that you wish to cancel. You should complete the attached cancellation form (page 3) and send to **Customer Care Department - Retention, 1 New York Street, Manchester, M1 4HD**, or email to **adtuk.nrt@tycoint.com**. If you cancel the agreement, any money you have paid must be returned to you and you will not have to make any further payment. If you have already received any equipment under the agreement, you should not use it and must keep it safe. You can either return the goods yourself or wait for them to be collected. You need not hand the equipment over unless you receive a written request. If you agree to us installing the system or any part of it prior to the expiry of the 7 working day cancellation period your cancellation rights will end on the installation date.

PLEASE SEE THE PROVISIONS OF CONDITION 6, CONDITION 7 AND CONDITION 8 OF THESE TERMS AND CONDITIONS AS THEY INCLUDE IMPORTANT INFORMATION ABOUT HOW WE LIMIT OUR LIABILITY TO YOU IN CERTAIN CIRCUMSTANCES. PLEASE SPEAK WITH YOUR ADT REPRESENTATIVE IF YOU HAVE ANY QUESTIONS ABOUT THESE PROVISIONS.

ADT Fire and Security plc, Security House, The Summit, Hanworth Road, Sunbury-on-Thames, Middlesex TW16 5DB. Telephone: 01932 743333 Fax: 01932 743155
Registered in England Number 1161045.

DISTRIBUTION: Top copy: Contract File. Yellow: Sales Consultant copy. Blue: Customer copy.

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FREQUENTLY ASKED QUESTIONS

Q: If I want to add another service to my telephone line such as 'Call Waiting' or 'Call Barring', will this affect my system?

A: It's critical to notify your local branch if you want to add more services to your phone line. Some telephone services may affect your system. Please speak with the Service Department in your local branch if you have any questions.

Q: How do I change my key holder details?

A: It's simple. Just call the ADT Customer Service Centre on 0844 800 1999 with your changes. Make sure to tell your keyholders what to do in case they receive a call from ADT. You need to confirm the changes in writing.

Q: What if I have a fault with my system?

A: ADT will be happy to investigate any problem you may have with your equipment. Just call the ADT Customer Service Centre on 0844 800 1999.

Q: My alarm went off accidentally, but I quickly put in the code and shut it off. I thought I might get a call from the ADT Customer Service Centre, but no one called. Why not?

A: The system allows a brief period for you to cancel a false alarm before an alarm signal is presented at our ADT Customer Service Centre. This is designed to help prevent false alarms.

Q: If the power goes off, will my alarm system still work?

A: In case of a power loss, the back up battery will provide power to the security system for a minimum of 8 hours (provided your siren is not sounding).

Q: I already have an alarm – can my devices be used with your alarm system?

A: We do not normally use any existing equipment (except cables) for two very important reasons. Firstly, they may not be compatible with our system and secondly, ADT will NOT service, repair or replace them within your comprehensive service agreement.

Q: Will there be any wires showing?

A: The detection devices are wireless so no wires will be visible.

Q: If I have pets, can I still have an alarm?

A: ADT QuickConnect system can be enhanced with pet tolerant sensors that will allow pets up to 18kg in weight to walk in front of them without activating the alarm system.

Q: Whom should I select as a keyholder(s)?

A: Adults residing with you at the premises or friends and family members who could attend the premises within 20 minutes of an alarm activation

Q: Will I need a separate telephone line for my alarm system?

A: No, the alarm can use any existing telephone line as long as it can make national rate (0870) outgoing calls and is not a digital line (such as "BT Home Highway" or ISDN).

Q: Can I change my installation date?

A: We understand that on occasions a customer may be unable to keep an appointment, so as long as you give ADT at least 72hrs notice we will try to accommodate any changes. Just call the ADT Customer Service Centre on 0844 800 1999.

Q: If I move before my contract has finished, can I take the alarm with me?

A: We have a special offer if you move home which gives you a discount on the installation charge of a system in your new home.

Q: Will the police respond to alarms from this system?

A: No. If you would like police response, please speak with an ADT representative about an alternative system and service. ADT will not be able to contact the police on your behalf, however you and your nominated keyholders can contact the police directly on an alarm activation.

DEFINITIONS

When the words listed below appear in this document, they have the following meanings:

<p>ADT QuickConnect <i>A monitored home alarm system with keyholder response.</i></p> <p>Alarm Receiving Centre <i>The place to which signals are transmitted from the System and are monitored.</i></p> <p>Extra Charges <i>The extra charges referred to in Further Conditions 9.4 to 9.8 on pages 5 and 6.</i></p> <p>Guarantee <i>The one - year guarantee explained in condition 5 on page 4.</i></p> <p>Keyholder <i>A person or third party you have chosen to hold the keys to your Premises and to go to your Premises if we tell them the Alarm Receiving Centre has received a signal from the System.</i></p> <p>Keyholder Response <i>The procedures your keyholders carry out when the Alarm receiving Centre tells them that a signal has been received from the System.</i></p> <p>Normal Working Hours <i>8.30 am to 5 pm, Mondays to Fridays, except public and bank holidays.</i></p> <p>Minimum Term <i>Minimum Term is the period of 36 months commencing on the Start Date.</i></p> <p>Premises <i>Your home or other premises where the System is installed.</i></p>	<p>Routine Inspection <i>The inspection of the System in each 12 month period from the Start Date which we make at the Premises or remotely. We will decide on the timing of such inspections. Also certain intruder Systems conforming to EN 50131 may be remotely maintained.</i></p> <p>Service <i>The Comprehensive service level described below.</i></p> <p>Start Date <i>For new systems, this is the date we finish installing the System. For Systems which have previously been installed at your premises, this is the date we recommitment the system.</i></p> <p>System <i>All equipment (and any part of it), other than Our Equipment, which we install at any time including wiring (but see conditions 1.2(e), 7.4(e)(iv) and 9.5(i)), and anything we install when we carry out repairs.</i></p> <p>We, our, us, ADT <i>ADT Fire and Security plc.</i></p> <p>You <i>You the customer with whom we make this agreement.</i></p>
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SERVICE LEVEL

Comprehensive covers:

- the Routine Inspections to the System by us during Normal Working Hours; and
- visits at any time to the Premises for:-
 - any repairs and replacement parts which are found necessary as a result of equipment malfunction.
 - any repairs and replacement parts as a result of normal wear and tear of the System parts - all other visits to the Premises .
- ADT may undertake remote maintenance on your system.

} except where any of the circumstances in conditions 9.5 to 9.8 on page 5 and 6 applies.

Comprehensive service level covers remote resets: ie where we reset the System over the telephone, which does not require a visit to the Premises by one of our technicians. In an emergency we will endeavour to contact you and your keyholders.

Cancellation Form

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT. You have 7 working days from the date of this agreement, see page 2.)

Sales Consultant Name

To: Customer Care Department – Retention, 1 New York Street, Manchester, M1 4HD

I/We* hereby give notice that I/we* wish to cancel agreement number:

Signed

Date

Please PRINT your name and address clearly

Name(s)

Address

City/Town

County

Postcode

* Delete as appropriate

LIMITATION OF LIABILITY

The installation of the System into your Premises does not constitute the provision of insurance to you. Only you know the value of your Premises, its property and contents and the importance of your personal safety. ADT is not and cannot be an insurer of you, your Premises and its contents and ADT's charges are not related to their value. The fire and security industry is unique having regard to the relatively low cost of the Services and the high values which can be at risk. For this reason, we provide you with two separate levels of liability that ADT will accept under its agreement with you, which are set out in condition 7 of the terms and conditions. You should also read Condition 6 on page 4 and 5. If you would like to increase either or both of these levels of liability under this agreement, you will need to speak to your ADT representative to make the necessary arrangements. In such an instance we would need to obtain the necessary liability coverage with our own insurers and you will have to pay an extra charge so we can arrange the appropriate insurance to cover us for this extra liability. You may also be required to give us additional information that our insurers may need to put a higher liability level in place.

Consumer Rental Agreement Terms and Conditions

If the system is not monitored by us the text in italics will not apply.

1. What we do:

- 1.1 For new Systems we will rent and install a System for you. We will be the owner of and retain title to the System at all times. While we own the System, upon reasonable notice to you, we may remove, disable and/or abandon the System installed in your premises, without any obligation to repair or redecorate any portion of your premises where parts of the System were installed, and the removal, disablement and/or abandonment of the System shall not be a waiver of our right to collect any charges owed by you under this agreement.
- 1.2 For Systems which we are taking over and have previously been installed at your Premises:
 - (a) unless you tell us otherwise, we assume that the System, and the wiring and cabling associated with it, already comply with the relevant standards and are in full working order.
 - (b) if you wish us to carry out an initial test of the System, we will give you a separate quotations detailing our charges and the work needed to repair, reinstate or reconnect any part of the System which are not in full working order.
 - (c) if an initial test is not carried out: we cannot confirm that all parts of the System are in full working order: and we reserve the right to carry out a full test of the System at any time and to give you a quotation as referred to in condition 1.2(b) above.
 - (d) we will not be able to confirm that cables and wiring which have been installed within the fabric of the Premises, or buried underground, confirm to the relevant standards.
 - (e) for the avoidance of doubt where we have taken over an existing System these terms and conditions shall apply, however we will not have title to any Systems previously installed at your premises, this title will remain with you.
- 1.3 We will carry out the Routine Inspections to the System during Normal Working Hours.
- 1.4 We will repair the System during Normal Working Hours when you ask us to do so. We will not charge you for the repair if it is covered by our guarantee in condition 5 or if it is covered by the Comprehensive service level. You must pay for all other work and visits - see conditions 9 and 10.
- 1.5 If you ask us to do so, we will visit your Premises outside Normal Working Hours. There will be an extra charge for this, unless this is covered by the service level you have chosen.
- 1.6 *After the Start Date, there may be a delay while the telecommunication links between the Premises and the Alarm Receiving Centre are set up and activated.*
- 1.7 *After the period referred to in condition 1.6, we will monitor the signals received from the System at the Alarm Receiving Centre. On receipt of an intruder signal we will endeavour to contact you and your keyholders; on receipt of a fire signal we will endeavour to contact you, your keyholders, and/or fire brigades as appropriate*

2. What you must do

- 2.1 (a) Give us access to your Premises so that we may provide the Services for the System and allow us to take apart or remove the System after this Agreement has ended. You shall remove any materials, ceiling tiles and other objects obstructing access to the System or any part of it.
- (b) Use your best efforts to make sure that your Premises and any equipment you provide are safe and without risk for our employees and agents to do what we must do under this agreement. When you place your order, you must also tell us the location of any concealed pipes and wires which may affect the System and the Services and about any known risks and any hazardous materials at your Premises.
- (c) Provide and maintain a dedicated 240 volt AC unswitched power supply to each part of the System and sound electrical earthing connection where it is required for us to carry out the services. The power supply must be installed by an approved electrician to the relevant regulations and must be safe.
- (d) Provide information about you, your Premises, *your keyholders* and any other relevant information so we can provide the Services. You must write to us to tell us of any changes to this information.
- (e) *Notify your keyholders that we will contact them and may need to write to them.*
- (f) Operate the System according to the requirements and any instructions and user's handbooks we issue to you from time to time.
- (g) Be responsible for and compensate us against all liabilities, claims, losses or expenses we suffer if caused:
 - because you or others have damaged or not used the System according to the specification or operating instructions;
 - as a result of the connection of the System to any equipment or device not supplied by us;

or

- as a result of the events referred to in condition 7.4(c). Paragraph (g) above does not affect our liability under condition 7.
- (h) Tell us at once:
- of any defect or fault in the System;
 - if anyone tampers with the System;
 - if any part of the System is damaged or stolen; or
 - if the System has been subjected to any unusual operating or environmental conditions.
- (i) Provide a telephone line in your Premises and pay your telephone, electricity and other utility bills which the System requires so that the Services are not affected.
- (j) Complete the log book which we supply, giving details of every activation or event affecting the System, including false alarms;
- (k) Notify us in writing if you wish to keep any parts of the System which we replace: otherwise, we will immediately dispose of all replaced parts;

3. What you must not do

- 3.1 You must not move or tamper with or attempt to repair the System or allow others to do so.
- 3.2 You must not transfer or assign any of your rights or obligations under this Agreement
- 3.3 We own the System, therefore you must not part with possession of the System or try to sell it, or do anything which may affect our ownership of the System.

4. The purpose of the System

- 4.1 The System is designed to reduce the risks of loss or damage to your Premises so far as this can be done by the use of this type of equipment. However we do not guarantee that the System cannot be removed, tampered with or made to stop working by you or by any unauthorised person. If this happens, we are not responsible for any losses you may suffer directly or indirectly.
- 4.2 We do not guarantee to you that:
 - (a) particular losses or injuries will be prevented by using the System; or
 - (b) that the System will work continuously and without errors, in particular where interruptions or errors are due to something beyond our reasonable control.
- 4.3 Our products are designed and manufactured to high standards. However, even our products, like all mechanical and electronic devices, can develop faults.
- 4.4 We do not know the value of your Premises or its contents and the purpose of this agreement is not to act as insurer of your Premises or your contents.

5. One year guarantee

- 5.1 We guarantee that we will repair faults in the System free of charge within 12 months from the Start Date. This guarantee does not apply to the matters stated in conditions 5.2 and 5.3.
- 5.2 The guarantee in condition 5.1 does not apply to equipment previously installed at your Premises.
- 5.3 The guarantee does not apply to faults caused by the following:
 - a) incorrect adjustment or positioning by you or other people of any part of the System;
 - b) consumable items of all kinds failing. Consumables are items with a finite life such as batteries;
 - c) work carried out by police any telecommunications agency or other party; or
 - d) the circumstances referred to in conditions 9.5 to 9.8.

6. Our General Liability to you

- 6.1 Unless we are prevented from doing so by an event which is beyond our reasonable control, we will ensure that we will install the System using reasonable care and skill in accordance with all applicable statutory and regulatory requirements for the installation of the System in the United Kingdom and we will try our best to install the System within a reasonable time.
- 6.2 We accept that we must make sure that the System is of satisfactory quality, that it is suitable for the purpose in conditions 4 and that the System will meet with the description provided before it was installed. We confirm that we are entitled to sell the System to you.
- 6.3 The warranties provided to you in condition 6.1 and 6.2 are in addition to your legal rights in relation to instances where the System does not conform with these terms and conditions or where the installation of the System is not carried out with reasonable skill and care or which otherwise do not conform with these terms and conditions.
- 6.4 These terms and conditions apply to any replacement System that we supply to you in the unlikely event that the original System does not conform with these terms and conditions and to any re-performed installation of the System where the original installation did not conform with these terms and conditions.

- 6.5 You must provide us, in sufficient time, with any information and instructions relating to the installation of the System that is or are necessary to enable us to provide to you the System, including the installation of the same, in accordance with these terms and conditions.
- 6.6 In the unlikely event that the System does not conform with these terms and conditions, please let us know as soon as possible after we have installed it. We will at our election either:
- provide you with a full or partial refund, depending on what is reasonable; or
 - provide you with a replacement System
- 6.7 In the unlikely event that the installation of the System does not conform with these terms and conditions, please let us know as soon as possible after we have carried out the installation. We will at our election either:
- provide you with a full or partial refund, depending on what is reasonable; or
 - re-perform the installation.
- 6.8 If you have any questions regarding the warranties set out in condition 6 please call us on 0844 800 1999. Alternatively, general advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 7. Our Liability to you**
- 7.1 Our liability to you in the event that a defect in the System or our negligence directly causes you to suffer loss will be limited to the value of the damage caused to your Premises or its contents up to a maximum amount of £500,000, subject to conditions 7.3, 7.4 and 7.5. For example, if any part of the System that we provide to you is faulty and causes a fire within your Premises which damages your Premises or any of its contents, any claim you may make will be limited under this condition 7.1. Another example would be where one of our engineers negligently installs part of the System by drilling through a water pipe which causes your Premises to flood. In each of these examples, we would be liable to you for up to £500,000 of any damage caused to your Premises and its contents.
- 7.2 Our liability to you in the event that a defect in the System or our negligence indirectly causes you to suffer loss will be limited to the value of the damage caused to your Premises or its contents up to a maximum amount of £50,000, subject to conditions 7.3, 7.4 and 7.5. For example, an indirect cause of loss could be an instance where a defect in the System means that you are not warned (or where the emergency services are not warned) about a fire or an intruder within the time period you had anticipated. In this case, the damage to your Premises or the theft of any of your belongings will not have been directly caused by us. However, we recognise that the fault in our System has meant that you were not able to take action to seek to minimise the damage caused by the fire or intruder, which may have resulted in you incurring an increased level of damage and/or loss to your Premises and belongings. The reduced limit on our liability to you compared to condition 7.1 as set out in this condition 7.2 reflects the fact that we were not the direct cause of the losses that you suffer.
- 7.3 These terms and conditions, including the limits of liability included in conditions 7.1 and 7.2 above, do not exclude our liability to you in any way for:
- personal injury or death caused by our negligence;
 - losses arising under Section 2(3) of the Consumer Protection Act 1987 (product liability);
 - fraud or fraudulent misrepresentation; or
 - any matter for which it would be illegal for us to exclude or to attempt to exclude our liability.
- 7.4 We will not be responsible to you for any of the following:
- Losses in relation to Systems installed at your Premises prior to the date of this agreement arising before the completion of our first Routine Inspection visit to the Premises.
 - Loss due to the acts or neglect of any other person including you, the provider of the telephone line, redcare or other type of communication technology, a police, fire or other authority or individual. None of these are our agents or sub-contractors for any purpose.
 - Delays, interruptions or suspensions in providing the services, which are due to any other person (including you), thing or event which we could not reasonably be expected to prevent.
 - Loss due to the fact that equipment or cabling not supplied by us is incorrectly connected or installed to the System.
 - Losses resulting directly from:
 - the police, fire or other authority failing to act in accordance with Emergency Response;
 - a signal transmitted to the Alarm Receiving Centre not being received by us for reasons beyond our control;
 - the failure of any cables or wiring installed within the fabric of the Premises or buried underground prior to the start date; or
 - the activation of a circuit breaker which affects the power supply to any part of the System; or
 - any other cause beyond our reasonable control and not caused by our failure to exercise reasonable skill and care.
 - Losses due to you failing to follow our recommendations in condition 7, or given at any time for additions, repairs or any work required to the System.
 - Losses arising from usage of the System which falls outside of the intended purpose of the System in condition 4.
 - Damage unavoidably caused to decorations, fittings and the like at the Premises as a result of the installation of the System or our providing the services. For example, any damage which is caused which does not result from our breach of this agreement or our own negligence.
- 7.5 Please note that in respect of any liability that we may owe to you in accordance with the provisions of conditions 7.1 and 7.2 above, we will not be responsible for indirect losses which happen as a side effect of the main loss or damage and which are not reasonably foreseeable by you or us including, but not limited to:
- loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings; or
 - waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise.
- 7.6 Our responsibility to you will end if the agreement is brought to an end or the Services are suspended under condition 11.
- PLEASE NOTE that as you are a consumer (in other words you have not made this contract as part of a business), the legal rights given to you by statute, which include those accepted by us in condition 6.1, will not be affected and you may have other rights available to you.**
- 8. Our recommendations to you**
- 8.1 Due to the purpose of the System in condition 4, the warranties offered to you in conditions 5 and 6, and the limits of our responsibility to you in conditions 6 and 7, you acknowledge that we are not an insurance provider. WE STRONGLY RECOMMEND THAT YOU SHOULD TAKE OUT SEPARATE INSURANCE TO COVER YOUR PREMISES AND THE PERSONS AT AND THE CONTENTS OF YOUR PREMISES. The limits of liability set out in condition 7 reflect the cost of the System to you. If you would like us to increase any of the liability limits included in condition 7, please speak with one of our sales team. Please note that any increase in this limit, will mean that you will have to pay an extra charge so we can arrange the appropriate insurance coverage with our own insurers to cover us for the extra liability.
- 8.2 We recommend that, where it is reasonable and possible for you to do so, you only use one telephone line for the System and that you use an enhanced signalling System which is designed to detect line faults, line cuts or tampering with a telephone line.
- 8.3 We recommend that you insure the System from the time it is delivered to your Premises.
- 9. What it will cost you**
- 9.1 You are responsible for the charges on the front of this agreement. The charges include VAT: if the rate of VAT changes during this agreement, you will be responsible to pay VAT at the new rate.
- 9.2
- After the first year from the Start Date and in the years following, we can increase the service charge to cover an increase in the cost of providing the Services. We will tell you in writing of the increased amount which will take effect from the anniversary of the Start Date.
 - If you do not agree with the increase, you have one month from the date of receiving our request for payment to end the agreement by giving 3 months' notice in writing to us. Until the end of that notice period, you will still have to pay the service charge without the increase and we will continue to provide the Services.
- 9.3 *The telecommunication charge may be changed to cover any increased cost to us of providing or changing the telecommunications services relating to the monitoring of the System. The telecommunication charge may also be changed to cover any increased cost imposed by the police, fire or other authority or by a telecommunications agency or any other organisation.*
- 9.4 You are also responsible for the following Extra Charges:
- Installation and rental charges for connection facilities between the System and the Alarm Receiving Centre.*
 - Taxes, fees, charges or false alarm assessments set by any other authorities due to the installation or operation of the System. This does not apply if a false alarm assessment arises from faults which are covered by our guarantee in condition 5.
 - Any extra charges or charges for work done by any other authorities, or by any telecommunications agency or other party.
- 9.5 You must also pay us extra charges at our rates for labour and materials current at the time where the following apply:
- Faults are caused by you or any other person, thing or event which we could not reasonably be expected to prevent.
 - You have asked us to visit your Premises outside Normal Working Hours, unless this is covered by the Comprehensive services level.
 - You ask us to change the System or we need to change it because of changes in your Premises.
 - You break one of the conditions of this agreement.
 - You ask for help from us under the guarantee in condition 5 but the guarantee does not apply.
 - Any replacements, repairs or modifications to the System are needed but are not covered by the guarantee or by the service level, or are needed as a result of a change in a relevant standard or regulation governing the System.
 - You ask us not to carry out tests on any part of the System which involves us in additional work.
 - The external wiring on the outside of the Premises, or any wiring installed within the fabric of the Premises or buried underground prior to the start date, need inspecting, repairing or replacing.
 - The System needs inspecting, resetting, reprogramming, repairing or replacing in circumstances where:
 - you, your keyholder or someone else has failed to follow operating instructions, has not locked, closed or secured a window, door or other protected point, other equipment or components properly or has interfered with the System;

- you, or equipment or devices which we have not supplied have caused a false alarm or a failure of the System;
- your actions or failures, or those of anyone else other than us mean we need to inspect or make repairs or replace any part of the System;
- rodents, other animals or insects cause damage to or activation of the System;
- there is a problem on the telephone line or connection;
- there have been fluctuations or failure in the mains electricity supply or where there has been a corruption or failure of the transmission network;
- the activation of a circuit breaker affects the power supply to any part of the System; adverse weather conditions cause damage to or activation of the System;
- full insulation or continuity test of wiring is required.

9.6 Unless we agree to do so, the charges do not include any work involving carpet laying, concealing cables, redecorating, replastering, building or carpentry work.

9.7 There will be an additional charge if you do not provide full access to the areas where our engineers carry out the Services as a result of which we incur extra time or expense.

9.8 Whilst we will make every reasonable effort to work with you or others, any interruptions or delays caused by you or others may result in additional charges.

9.9 If this agreement is brought to an end under conditions 9.2(b) or 11, the following will apply:

- (a) *You will owe us the charges and any other money due to us but not paid at the end of the agreement;*
- (b) If you have already paid us more than the amounts due under (a), we will refund any overpayment;
- (c) We may also take further action against you if you have broken this agreement.

10. Payment

10.1 You must pay the installation fee referred to on the front of this agreement in advance of installation date by cheque or credit card

10.2 You must pay the monitoring, maintenance, service, equipment rental and telecommunication charges monthly in advance by direct debit.

10.3 You must pay the Extra Charges within 14 days of the date of our invoice or our request for payment.

10.4 You must pay all other amounts within 30 days of the date of our invoice or our request for payment.

10.5 We expect you to pay promptly. If payment is overdue, we will charge you interest, from the date of our invoice or when we ask for payment until the date you pay, at 4% over the base rate for the time being of Barclays Bank plc.

10.6 We own the System, even when it has been delivered to your Premises and installed there, the System remains our property at all times. You must:

- (a) take good care of the System for us; and
- (b) return the System to us at the end of the rental term, otherwise we may apply to court to repossess the System.

10.7 We do not accept post-dated cheques.

10.8 Unless this agreement is brought to an end under condition 9.2 (b) or 11.3, if you cancel this agreement before the end of the Minimum Term you will owe us, as a reasonable estimate of our loss, an amount equal to the service charge which would be due for the remainder of the Minimum Term of the agreement, less 20%. This is because we do not have to monitor and inspect the System and because we are being paid earlier than expected.

11 Ending or suspending the agreement

11.1 We may end this agreement by giving you at least 3 months' notice in writing the notice must not expire before the third anniversary of the Start Date.

11.2 You may end this agreement by giving us at least 3 months notice in writing, the notice must not expire before the third anniversary of the Start Date.

At any time

11.3 You or we may end this agreement immediately:

- (a) if the Alarm Receiving Centre or the System are destroyed or so badly damaged that we cannot reasonably continue to provide the Services;
- (b) if we cannot arrange or keep the telecommunications facilities needed to transmit the signals between your Premises, the Alarm Receiving Centre and any fire or other authority;
- (c) if within three months of you being transferred to us from another provider, but only if such transfer is part of a transfer of multiple agreements.

11.4 We may either end this agreement or suspend the agreement for a period we consider appropriate if any of the following apply:

- (a) You fail to make payment under condition 10.

(b) You commit a serious breach of this agreement, or one which has serious consequences.

(c) You commit any breach of this agreement which can be corrected by you, and you do not put matters right within 30 days of our telling you that you have broken the agreement and must put it right.

(d) If you die, become bankrupt, enter into any kind of arrangement or settlement with your creditors or if a receiving order or administration order is made against you.

(e) If any legal proceedings are taken against the System or your Premises or any part of the Premises.

(f) If you fail to follow any recommendation we make for repairing or replacing faulty or old parts of the System, or for repairs to your Premises which we consider necessary for the System to work properly, or to prevent unnecessary damage to the System.

(g) If you do not follow the operating instructions or if, for any other reason which is or should be within your control, there are an excessive number of false alarms.

(h) If you change your Premises in such a way that we believe it is no longer practical for us to carry on providing our Services.

11.5 If we give you written notice of suspension, this suspends what we have to do under this agreement (see condition 1) and we have no responsibility until the suspension is lifted or the agreement ends. We will tell you in writing if we lift the suspension.

11.6 If the agreement ends, we will stop providing our Services. We may remove the System, or any part of it, from your Premises. We may also disconnect the System to prevent signals being transmitted to the Alarm Receiving Centre.

12 General

12.1 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.

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

12.3 Data Protection Act 1998. We may pass on the information you have given to us under this agreement to any other authority and, except for security details, to any credit reference, debt collection or public telecommunications agency.

12.4 This agreement is governed by the laws of England and Wales.

12.5 We intend that all conditions of this agreement are in this document.

12.6 *We reserve the right to programme the System to signal to the Alarm Receiving Centre using a premium rate telephone number. As at 31st July 2009 when calling from a standard BT phone line 0871 numbers will be charged at 10p per minute with per second billing plus a connection charge of 8p. These prices include VAT. BT prices may vary from time to time and other telecoms service providers' rates may be different.*

12.7 All drawings, illustrations, literature, technical data sheets and the like and any weights and dimensions (all of which we reserve the right to alter without notice) that we may provide are intended to present a general idea of the products described and are approximate only and in no case constitute a condition.

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

12.9 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 and 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.

12.10 Each condition and each separate sub-condition of these terms shall be treated as a separate provision. If any court or other authority finds that any of these conditions or any sub-condition is unenforceable, illegal or invalid, that condition or sub-condition will be deleted from these terms. For the avoidance of doubt, the deletion of any such condition, including without limitation, any sub-condition included in condition 7, will not affect the remainder of these terms and conditions.

12.11 Please note that this is not a hire purchase agreement.

IMPORTANT – READ CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 covers the rental part of this Agreement and lays down certain requirements for your protection which should have been complied with when this Agreement was made. If they were not, we cannot enforce this agreement against you without getting a court order.

If you use the System as a consumer under the Consumer Credit Act 1974 and you pay less than £1,500 per year to us, then you will have an additional right to end this Agreement after a minimum period of 18 months from the Start Date upon giving one month's written notice to us.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.