

PART I: DEFINITIONS

- (a)The 'Company' means AZTEK Services Ltd.
- (b)The 'Customer' means the customer detailed on the Installation or Service Agreement.
- (c)The 'Automatic Signalling Equipment' means equipment used to request assistance from the Police, Fire Brigade or others.
- (d)The 'Installed Equipment' means the Detection Equipment, Security Equipment, Fire Alarm Equipment, Access Control Equipment, Automation Equipment, Closed Circuit TV Equipment or any other Equipment as detailed in the Specification, Quotation or Estimate.
- (e)The 'ARC' means the Alarm Receiving Centre providing this service to the Company.
- (f)Unless the context otherwise requires in these conditions the singular includes the plural and vice versa, the masculine includes the feminine and neutral and vice versa and references to persons includes reference to bodies corporate and unincorporated associates. These Terms and Conditions shall bind and ensure for the benefit of Legal Personal Representatives and permitted assigns of the Customer.

PART II: GENERAL

- (a)The Company shall sell outright to the Customer all Installed Equipment.
- (b)Quotations remain a fixed price for a period of 30 days from submission, after this time increases in labour or material cost may apply.
- (c)Estimates for repairs or alterations may be subject to change in the case that additional labour or materials are required to complete the works over and above that originally estimated.
- (d)The Contract for Maintenance Service is initially for a period of 12 months after the completion date, thereafter on an annual basis until terminated by either party by giving 30 days notice in writing.
- (e)The Maintenance Service Charge, monitoring fees and standard call out rates are based on costs ruling at the date hereof and is payable in advance. The Company may increase this charge at any time after a period of 12 months from completion.
- (f)Repairs or un-quoted works carried out will be charged at the Company's standard hourly rate and mileage charge. Works carried out outside of normal working hours will be charged at out of hours rates.
- (g)In the event of default in payment by the Customer or breach of the provisions of this Contract, the Company may at its absolute discretion determine this Contract upon where all obligations and liabilities on the part of the Company shall cease without prejudice to any right of the Company to take action to recover sums due or owing under the terms of this Contract or to take such due action as the Company may deem appropriate.
- (h)These Terms and Conditions shall in no way limit the Statutory Rights of the Customer.
- (i)Termination of the contract by the Customer in II d or g will forfeit any previously paid Maintenance Service Charge or monitoring fees.
- (j) The Company will endeavour to conceal cables where possible, but will not be held responsible for any subsequent costs incurred (e.g. refitting carpets).
- (k) The Company will not be held responsible for any losses or incurred costs from any part of the system or equipment not installed by the company howsoever caused.
- (l) Equipment specifications are quoted from manufacture guidelines and may be subject to change without notice.

PART III: TERMS OF PAYMENT

- (a)The charges for the Installed Equipment, installation thereof and any additional fees will, unless otherwise agreed, be payable in full upon satisfactory completion. The Company may request a deposit prior to commencing any works.
- (b)Where Automatic Signalling Equipment is installed, every endeavour will be made by the Company to prevent delays in completion of work by others. In the event of a delay, the Company will install the Installed Equipment (except the Automatic Signalling Equipment) and the Customer hereby agrees to pay the relevant installation charges.
- (c)Maintenance Service Charges, call out charges and monitoring fees are to be paid in full within 30 days of the invoice date.
- (d)Title to the installed Equipment will remain with the Company until all amounts owed have been paid in full.
- (e)Value Added Tax shall be added to all charges at the appropriate rate on the date of invoice.
- (f)The Company reserve the right to charge interest on overdue accounts at 1.5% above base.
- (g)Overdue accounts passed to our debt recovery agents will incur additional charges.

PART IV: THE CUSTOMER'S OBLIGATIONS

- (a)The Customer shall give access to the Company to the Customers Premises at all reasonable times allowing the Company to carry out its obligations and exercise its rights under this Contract.
- (b)The Customer agrees to pay others, charges relating to the connection and installation of Automatic Signalling Equipment belonging to others, and for the Service of such equipment.
- (c)The Customer shall not allow any persons to maintain or repair the Installed Equipment other than a representative of the Company during the period of this agreement. Such Service or repair work may render this agreement and any outstanding warranty invalid.
- (d)The Customer shall promptly notify the Company of any defects in the Installed Equipment.
- (e)The customer shall promptly notify the Company of any changes to the building or its use, which may affect the operation of the system.
- (f)The Customer should obtain written approval from their insurance company for any proposed work or modifications.

PART V: THE COMPANY'S OBLIGATIONS

- (a)All work carried out by the Company shall be in accordance with this contract.
- (b)The Installed Equipment shall be guaranteed for a minimum period of 12 months from completion for free repair or replacement of faulty parts provided damage does not arise as in V (e) (this may be extended by written agreement with the Company).
- (c)The installation, commissioning and Maintenance Service shall be carried out in accordance with relevant British and European Standards and industry codes of practice current at that time.
- (d)The Standard Maintenance Service Charge does not cover any repairs to the Installed Equipment; these will be charged for separately.
- (e)The Company shall not be under any obligation for damage or loss caused by actual or attempted burglary, fire, flood, riot, civil commotion, strike, lockout, accident, misuse, structural alterations, moisture, dampness, chemical damage or distemper other than by employees of the Company or any other event or occurrence outside the control of the Company.
- (f)The Company shall during the period of this contract operate a 24 hour emergency service in accordance with relevant British and European Standards and industry codes of practice.

PART VI: THE COMPANY'S LIABILITY

- (a)The Customer hereby acknowledges that the Company has no knowledge as to the nature and value of the contents of the Customers premises to be protected by the Installed Equipment, or the nature of risk to the premises or contents as exposed from time to time.
- (b)The Company's risk assessment relates solely to the grading and design of the intruder alarm system according to TS 50131-7, based on information provided by the customer or their representative (eg insurer) during the site survey.
- (c)Although the Installed Equipment has been designed to minimise the risk of loss or damage, no liability shall attach to or be assumed by the Company resulting from the Installed Equipment being neutralised, circumvented, or otherwise rendered ineffective.
- (d)The Company will not accept liability for consequential losses or charges incurred by the Customer from others for the activation of Automatic Signalling Equipment howsoever caused.
- (e) The Company shall not accept liability for losses resulting from failure of any Automatic Signalling Equipment including speech diallers that do not have a suitable telephone line as stated in the specification or where such telephone line has been altered.
- (f) The Company shall not accept liability for any third party signalling methods used in the transmission of alarm signals to an ARC.
- (g) The Company will not accept responsibility for the removal or downgrading of an intruder alarm system from police response or any incurred costs for reconnection.

Data Protection Act: Personal data supplied to the Company may be held on, and/or verified by reference to information already held on computer. Data held will be used solely for the purposes intended and not disclosed to a third party without prior authorisation.