



Commercial **Terms & Conditions of Sale**

Revision as of 1st January 2018

1 DEFINITIONS

- 1.1. the "Agreement" means the quotation or estimate (and the specification referred to in it), your unconditional acceptance together with these Terms & Conditions.
- 1.2. the "Company" means ActOn Security Ltd (Company Registration Number 6996886) whose main trading address is: 26 Chestnut Close, Brampton, Cambs, PE28 4TP. Registered office is at:
73 Downhall Ley, Buntingford, SG9 9JT
- 1.3. a "Consumer" means a consumer within the definition contained in Section 12 of the Unfair Contract Terms Act 1977.
- 1.4. the "Completion Date" in the case of an installation means the date when the original installation of the Fire, Security, CCTV, Access Control, Barrier or any other System has been practically completed by the Company signified by the Company Certificate which shall be conclusive evidence. No minor defect, rectification works or variation order shall have the effect of extending the date of practical completion. In the case of supply only means the date on which the equipment was delivered to the Subscriber.
- 1.5 the "Contract Period" means the period stated in the Agreement and annually thereafter.
- 1.6 "Normal Working Hours" means the hours of 8.00am to 5.00pm Monday to Friday (subject to alterations by the Company) except for Public and National holidays which are classed as outside of normal working hours.
- 1.7 the "Subscriber" means the purchaser of the Fire, Security, CCTV, Access Control, Barrier or any other System as specified in the Quotation or Estimate.
- 1.8 "System" means any piece or set of equipment, hardware, software, interconnections etc installed as Intruder Alarms, Fire Detection, CCTV, Access Control, Barriers and the like.
- 1.9 "Monitoring" means that The Company will arrange for the System to be remotely monitored. This includes contracts entered into with other service providers.

2 PRICES

All quotations are valid for a period of 30 days otherwise prices are subject to those prevailing on date of delivery. All quotations are based on Normal Working Hours. Prices quoted do not include the costs of civil works, electrical re-wiring, redecoration or any similar works unless specifically included in the Quotation or Estimate. All calls are chargeable unless subscribed to our "fully comprehensive" service plan. See "Schedule of Rates" for all call charges relating to fault and service visits and any quotation or specification for charges relating to your installation.

3 ACCESS

- 3.1 It is assumed that access to a Subscriber's premises will be available to the Company's employees engaged on the installation and for the inspection and testing of the equipment or system at the times agreed between the Subscriber and the Company during Normal Working Hours.
- 3.2 If the Company's employees are prevented from completing all such work at the agreed time the Company reserves the right to make a charge for the additional costs involved in subsequent visits.

4 NOTIFICATION OF FAULTS/24 HOUR EMERGENCY SERVICE

4.1 The Subscriber should notify the Company immediately of any fault occurring in the equipment or system and the Company will repair such fault as soon as possible after receiving notification.

4.2 If "Inspection/Report Only" cover applies, the cost of such repairs, replacement batteries and additional visits must be paid for as a separate item by the Subscriber.

5 THIRD PARTY CHARGES

The Subscriber shall indemnify the Company against any charges raised by the Police, Fire or other appropriate authorities or any third party against the Company as a result of providing the service.

6 ADDITIONAL WORK REQUIRED

6.1 Where the Quotation includes the cost of installation, this has been priced according to the standard procedure of the Company. The cost of any variation in such procedures or additional work required by the Subscriber shall be treated as an increase on the price quoted for which an additional Quotation will be given at the request of the Subscriber.

6.2 In the event of delays arising in the completion of an installation due to stoppages or delays on the part of a contractor or sub-contractor engaged by or on behalf of the Subscriber the Company reserves the right to make an additional charge for the additional time involved unless otherwise agreed in writing with the Subscriber.

6.3 The Company will as part of the installation work make good all holes and refit carpets. Stretching of carpets and re-decoration is not included.

7 MAINTENANCE CONTRACTS

7.1. For a period of 12 months (unless otherwise agreed) from the date of this Agreement the Company will maintain your System(s) to manufacturer's specifications and industry standards. Additional charges will be made for work carried out in respect of damage due to fire, storm, tempest, lighting, dampness, radioactivity from any nuclear fuel waste with radioactive, toxic, explosive, or other hazardous properties, accident, misuse, theft, malicious damage or neglect of the System installed or structural alteration to the Subscriber's premises.

7.2 After the anniversary date of the Agreement continuously and only to be terminated by either party three months after written notice is served unless either party is in material breach of this agreement.

7.2.1 "Inspection/Report Only/Part Maintenance" cover will include the specified number of visits per year depending on the type of System installed. This cover will not extend to include the cost of any repairs or recommendations made by the report. Any additional work or variations required by the Subscriber shall be subject to a charge.

7.2.2 'Comprehensive Cover' will include the specified number of visits per year. This cover will extend to include full inspection and where necessary the repair or replacement of items to an equivalent standard free of charge. Excluding any issue relating to 7.1 above

7.3 The Company will provide:

7.3.1 A telephone service via our control room. For 24 hours per day every day of the year

7.3.2 Engineers retained and on call for emergency service only.

7.4 The parts listed below are specifically excluded and shall be paid for by the subscriber:

7.4.1. Server Equipment provided by others, Equipment with return to base warranty, Bespoke Equipment that does not carry a warranty as outlined in your quotation/specification.

8 MONITORING

8.1 The Company will undertake to use reasonable endeavours to monitor the System continually.

8.2 The Company reserves the right to sub-contract the monitoring of intruder and fire detection systems to specialist Alarm Receiving Centres (ARC) who conform to BS8418 Category II Standards. In such cases the Company will forward all relevant information about your installation to such sub-contractors in order for them to effectively monitor the System.

8.3 In the case of monitored CCTV systems, the Company reserves the right to subcontract these services to either an ARC (linked to the above 8.2) or alternatively a partnering arrangement with an award winning municipal monitoring station. In either case the Company will keep the client informed of who the sub-contract monitoring organisation is.

8.3 The Company shall use all reasonable endeavours to inspect, approve and manage the services of such specialist organisations. However, the Company shall not be liable for any error or failure on the part of such specialist sub-contractors unless that error or failure is attributable to the Company.

9 ALTERATIONS

It is a condition of this Agreement that the Subscriber shall not alter or move from its original position any part of the equipment that is physically attached to the Subscriber's premises or any part thereof, nor allow the same to be altered or moved by any other party than the Company.

10 OPERATION

It is a condition of this Agreement that the Subscriber shall at all times operate the equipment with proper care and in accordance with instructions given by the Company or contained in the equipment manuals. In the case of any doubt in the way the equipment should be operated then the Company will provide telephone support during Normal Hours. This service is for simple operational questions and basic fault finding. An engineer will be required at your premises for more complex tasks where a remote connection to your system is not possible. Site attendance is chargeable outside of our "fully comprehensive" service package.

11 PAYMENT

11.1 Unless otherwise stated all payments are due immediately at the invoice date.

11.2 Where credit approval has been given and terms agreed then all invoices are due for payment within 30 days of the invoice date unless otherwise agreed in writing by the Company.

11.3 All invoices will be dated as the date of delivery or the Practical Completion Date whichever is applicable or as soon thereafter as practicably possible.

11.4 Where the Agreement is made with a Contractor to another party then payment shall not under any circumstances be contingent upon that Contractor being paid by the Contractor's client/customer and the above must be strictly adhered to.

11.5 Where the Company has given written consent to a Contractor to withhold contractual retentions then those retentions are due immediately upon the due date

regardless of the payment situation of the Contractor's customer/client.

Retentions may only be withheld provided that the Company has received written notice of a valid complaint at least 30 days before the due date of that retention. This must be agreed in writing by a director of the business else it shall not be upheld

11.6 If any payments remain outstanding on the dates provided for in 11.1 to 11.4 above then all monies outstanding from that Subscriber/Contractor become immediately payable whether due or not.

11.7 If any payment or part thereof shall be overdue, then interest will be payable thereon at the rate of 4% per annum above Bank of England Base Rate at that date

11.8 The Company shall not be bound to perform any of its obligations hereunder and may forthwith by notice in writing to the Subscriber terminate this Agreement without prejudice its rights to recover any sum due under the Agreement.

11.9 Any formal letters drafted will be chargeable as will any legal fees incurred

11.10 The Company reserves the right to remove equipment installed until satisfactory payment terms are agreed. Additional charges will be incurred to reinstate equipment or services provided.

12 CHARGES

Where maintenance is applicable those charges or any other recurring charges under the Agreement are based on the costs prevailing at the date of the Agreement. At any time after the expiry of six months from the Completion Date the Company may increase its charges and will give notice to the Subscriber of any such increase. Such notice to be given in accordance with clause 22 of these Terms and Conditions.

13 DELIVERY AND INSTALLATION

13.1 The Company will endeavour to effect delivery and where applicable complete installation as soon after receipt of an order as is possible but cannot accept responsibility or liability whatsoever for any claim arising in connection with any delay in delivery or installation howsoever such delay arises.

13.2 Time shall not be of the essence under this Agreement for delivery or installation unless specifically agreed in writing by a director of the Company.

13.3 Where there is a delay in the provision or connection of a telecommunications network or incidental equipment and the installation cannot be completed for reasons beyond the Company's control, payment of 90% of the sale/installation charge shall become due and payable.

13.4 All installation works under taken along with Extra Works are subject to a deposit of 50% of the total works value including the VAT. An installation date will not be guaranteed until such payments are made and cleared funds are received.

14 GUARANTEE

14.1 During the period of 12 months following the date of delivery or where applicable the Completion Date the Company undertakes to repair or replace free of charge any faulty or defective equipment fitted by the Company but only in so far as such fault arises from faulty materials or workmanship. Outside of genuine faults these works and parts will be chargeable. In the case of electronic parts, it is the responsibility of the subscriber to ensure that any mains power supply is suppressed and or UPS. Failure to comply will result in faulty parts being chargeable.

14.2 Except where the Subscriber is a Consumer no other guarantee, condition or warranty shall be incorporated or implied herein unless specifically agreed in writing by the Company.

14.3 Specifically, but without prejudice to the generality of the foregoing, after the end of the 12 month period mentioned in sub-clause 13.1 where the equipment purchased is normally the subject of a maintenance contract and the Subscriber does not have a current maintenance contract for whatsoever reason then the Company cannot be liable for any claim whatsoever arising from failure of the equipment in any way.

14.4 Where applicable the installation will be deemed to be completed when the Company's engineer commissions any System for on-line use and issues a completion certificate. The Subscriber may not assume that the System is fully operative and protective until receipt of the Completion Certificate.

14.5 The Company will not be liable for any loss or damage arising as a result of variations in the specification or technical data. Any complaint that the equipment delivered or installed does not comply with the estimate must be made in writing to the Company within 3 months from receipt of equipment or the issue of the Completion Certificate where applicable, otherwise no claim will subsist and the equipment will be deemed to be in all respects in compliance with the Agreement. The Company assumes no responsibility for any change in specifications requested by the Subscriber unless such a change is confirmed in writing by the Company. Any price variation resulting from such change will become effective immediately upon acceptance of such change.

14.6 The Company reserves the right to make changes in the design of equipment or add to or improve equipment without incurring any obligation to make such changes, additions or improvements in equipment for which it was already contracted.

14.7 Where the Subscriber is a Consumer nothing in this Agreement shall alter or in any way affect the statutory rights of the Consumer.

15 CANCELLATION

Once the estimate has been accepted by the Subscriber the Order can only be cancelled by agreement with the Company in writing, upon which event a cancellation charge shall be applicable. This charge is to cover any restocking fees from suppliers, admin charges for works already undertaken by the company any other charges deemed applicable at time of cancellation.

16 LIMITS OF LIABILITY

The following provisions set out the entire liability of the Company, its servants or agents, to the Subscriber in respect of any breach of any of its contractual obligations under this Agreement and any representation, statement, tortious act or omission including negligence arising from or in connection with this Agreement. Any such act or omission shall for the purpose of this clause be known as 'an Event of Default'.

16.1. The Company's liability to the Subscriber shall not be limited for:

16.1.1 Death or personal injury resulting from its own, or that of its employees, servants or agents, negligence; or

16.1.2 Any breach on the part of the Company of any condition or warranty as to title implied by Sales of Goods Act 1979 or the Supply of Good & Services Act 1982.

16.2. Subject to the provisions of sub-clause 15.1 above the Company's entire liability in respect of any Event of Default shall be limited to £250,000.00

16.3. Subject to sub-clause 15.1 above the Company shall not be liable to the Subscriber in respect of any Event of Default for the loss of profits, goodwill or any type of special, indirect or consequential loss even if such loss was foreseeable by the Company and/or the Company had been advised of the possibility of the Subscriber incurring the same.

16.4. Nothing in this clause shall confer any right of remedy upon the Subscriber to which it would not otherwise be legally entitled.

17 CONSENTS

Where applicable the Subscriber shall be responsible for obtaining and paying for all consents that may be necessary to install the equipment to the requirement of the Subscriber and the satisfaction of the Company. This includes Highways Permits, Permits to Work etc., unless otherwise agreed in writing by the company.

18 ELECTRICAL SUPPLY

When requested by the Company the Subscriber shall supply and fit at his own expense a suitable mains point which complies with BS 7671, 17th Edition. If the Subscriber requests the Company to provide the service an additional charge will be made.

19 RIGHT OF ASSIGNMENT

The Company shall be entitled to assign or sub-contract all or any of its rights or duties under this Agreement. The Subscriber shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the Company (such consent not to be unreasonably withheld).

20 RETENTION OF TITLE

20.1 The System shall be at the Subscriber's risk once installation in the Subscriber's premises have commenced.

20.2 Notwithstanding installation of the System the title to the System shall not pass from the Company until:

20.2.1 the Subscriber has paid all sums due to the Company under this Agreement in full;

20.2.2 no other sums whatever shall be due from the Subscriber to the Company.

20.3 Until property in the System passes to the Subscriber in accordance with clause 19

20.3.1 the Subscriber shall hold the System as Bailee for the Company;

20.3.2 the Company shall have absolute authority to repossess, sell or otherwise deal with or dispose of all or any part of the System in which property remains with the Company;

21 FORCE MAJEURE

21.1 Neither party shall be liable for delay in performing or failure to perform their obligations under this Agreement if the delay or failure results from events or circumstances outside its reasonable control, as in particular (but without prejudice to the generality of the foregoing) by industrial action at its own works, war, insurrection, riot, government action, natural disaster, fire, flood explosion, earthquake or any other unforeseeable circumstances.

21.2 Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented provided that if such delay or failure persists for more than 6 months.

22 NOTICES

22.1 Any notice given under this Agreement shall be in writing and may be served:

22.1.1 personally;

22.1.2 by registered or recorded delivery mail;

22.1.3 by fax confirmed by post; or

22.1.4 by electronic mail

22.2 The Company's address for service is 26 Chestnut Close, Brampton, Cambs, PE28 4TP.

22.3 A notice shall be deemed to have been served:

22.3.1 if it was served in person, at the time of service;

22.3.2 if it was served by post, 48 hours after it was posted; and

22.3.3 if it was served by fax, at the time of transmission.

23 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

24 VARIATION

24.1 No terms, additions or variations other than those embodied in this Agreement shall be binding upon the Company unless accepted by the Company in writing. Any terms or conditions contained in a Subscriber's order shall only be binding upon the Company in so far as they are not inconsistent with these conditions.

24.2 Except where the Subscriber is a Consumer no representations other than those embodied in this Agreement shall be binding upon the Company unless accepted by the Company in writing.

24.3 No provision of this Agreement shall operate so as to exclude any liability of one of the parties in respect of a fraudulent misrepresentation made by that party to the other or to restrict or exclude any remedy which the other party may have in respect of such misrepresentation.

25 Agreement

Upon receipt of this document you are agreeing to the information contained herein. You shall be bound by its terms unless agreed by a director of the business. Should you for any reason not wish to be bound by the information contained herein then the subscriber should respond in writing prior to sending any purchase orders to The Company. By sending written acceptance of quotations and or specifications you are accepting of these Terms and this will only be retracted or amended by written consent from a director of The Company.

25 LAW

This Agreement shall be governed by the law of England and Wales.

Schedule of Rates

Commercial

Call Out Charges:

Normal Working Hours:	£150
Outside of Normal Working Hours excluding: Sundays and Bank Holidays	£200
Sundays and Bank Holidays:	£250

Call Out Charges include the first hour of travel and the first hour of labour on site.
1.5 hours of travel and 30 minutes on site will incur 30mins of travel added to the call charge.

Labour Charges:

Normal Working Hours:	£35
Outside of Normal Working Hours excluding: Sundays and Bank Holidays	£52
Sundays and Bank Holidays:	£66

Travel:

Normal Working Hours:	£35
Outside of Normal Working Hours excluding: Sundays and Bank Holidays	£52
Sundays and Bank Holidays:	£66

Normal Working Hours are as per Section 1.6 above and are from 08:00hrs to 17:00hrs
Monday to Friday excluding Bank and Public
Holidays