

TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

“**THE COMPANY**” means Falcon Electrical & Security LTD being the entity responsible for the design, installation, maintenance and/or monitoring of the installation which is the subject of this Contract referred to as “our” or “we” in these Terms and Conditions.

“**THE CUSTOMER**” is the person or entity being a signatory to this Contract, 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, Specification, Maintenance and Acceptance together with these Terms and Conditions herein.

“**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 price for the equipment, its installation and/or maintenance and monitoring as per the Specification in this Contract.

“**ALARM RECEIVING CENTRE**” means a continuously manned remote centre to which alarm activations and/or video data are signaled and passed to the relevant response authority (e.g. police, fire brigade, key-holder).

“**HANDOVER DATE**” means the date on which the Installation is completed (notwithstanding that connection of any remote signaling 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.

2. GENERAL

Acceptance of this Contract, signified by the signature of each party, includes acceptance of these Terms and Conditions and any other additions and requirements defined in the Specification. For the purposes of interpretation, should any conflict arise between the Specification and any clauses of these Terms and Conditions, the Specification shall take precedence. Any term not expressly contained in the Contract is excluded save as required by law. Nothing in these Terms and Conditions shall exclude the Customer's statutory rights.

3. PRICE & ADDITIONS

- i) The price is as specified. It may change if:
 - a) the work is to be carried out other than agreed working hours, 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 survey 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.
- iii) Installation work is normally carried out during usual working hours of 9.00am to 6.00pm Monday to Friday except statutory holidays. Requests made by the Customer to install outside these hours may incur additional charges. See 3(i) above.
- iv) If our labour or material costs increase after twelve months, we may give you two months' notice of any increase in our annual maintenance charges.
- v) Unless otherwise agreed in writing, the Quotation does not include

additional work such as redecoration, carpet laying or building

- vi) 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.
- vii) Any equipment forming part of the installation which is not sold to the Customer, such as signaling equipment or firmware, shall remain the property of the Company at all times 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.

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 Equipment is or becomes defective or our workmanship is faulty within the first twelve months following installation the equipment or workmanship will be repaired or replaced at our expense, including call-out, conditional upon you notifying us immediately (or as reasonably practical thereafter) the fault occurs.
- iv) We will provide annual maintenance and remote monitoring facilities commence upon completion and handover of the installation and continuing from year to year conditional upon payment of the annual charge until cancelled in writing by you giving not less than two months' notice following the 1st anniversary of completion of the installation.

5. CUSTOMER'S OBLIGATIONS

- i) Payment
 - a) You agree to make payment in full on the due date stated on the invoice.
 - b) If you are late in paying us any sum owing to 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.
- ii. Title to Goods
 - a) Ownership of the Equipment remains vested in the Company until it has been paid for in full. You agree to take reasonable care of the Equipment on our behalf until you have paid for it.
 - b) You agree to take reasonable care of Company equipment which is not part of the sold goods but which is installed to facilitate the service and agree, without limit to reimburse to the Company any loss and expense it suffers arising from any damage to the equipment due to your negligence or failure or some event relating to your premises.
 - c) If you do not pay the full balance of the Invoice on the due date we have the right to remove the Equipment from your Premises without notice. By signing the Contract with us you grant an irrevocable License to us to enter your Premises and remove the Equipment if payment remains outstanding after the due date.
- iii. Access

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.

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.

iv. Maintenance

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 reset, we may charge you at our usual rates then in force.

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.

v. General

By signing the Contract with us, you guarantee that you have full authority to authorise the installation at the premises and that no other consent or authorisation is required.

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.

You agree to reimburse us for any expenses and costs incurred arising from any breach of the terms of this contract by you including (but not restricted to) any legal costs we incur in enforcing the contract or recovering equipment which has not been paid for (including a warrant of entry if so required).

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.

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.

6. MAINTENANCE, SERVICE AND MONITORING

- i) In return for payment of the maintenance charge, the Company will maintain the Installation in accordance with the installation standard and respond to your emergency calls for assistance. If your Equipment is installed to BS4737 (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 Centre for direct response by emergency services (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.

7. LIABILITY

Insurance

The Company shall not be deemed to be the insurer of the Customer's property or premises and is not liable insurance risks thereto. It is the Customer's obligation to ensure it has adequate insurance cover for all risks including notifying the insurer of the installation for the purposes of public liability or other such risk.

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 or malicious damage.

The Company has public liability insurance with indemnity for claims made against it in respect of accident, injury, loss or damage including damage arising due to the Company's fault. A copy of the relevant insurance schedule will be made available to the Customer where appropriate.

General

The Company is not liable if completion is delayed due to the unavailability of signaling transmission facilities or other circumstances beyond our control.

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 and in such event the Company shall not be liable for any loss or damage suffered by the Customer or other 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.

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.

The terms and conditions of this contract do not affect your statutory rights (including the Sale of Goods Act or Unfair Contract Terms Act).

8. TERMINATION

Installation

The customer may terminate this agreement and cancel the installation up to 4 clear working days prior to installation without liability save that we may charge you for any equipment we have bought for your Premises.

If you cancel at less than 4 clear working days notice you agree that we may make a charge of 50% of our annual maintenance charge being a reasonable and fair measure of liquidated damages for breach of contract, payable upon delivery of invoice.

Maintenance

Either the Customer or the Company can terminate the Contract at the expiry of the first year of the contract or any subsequent year by giving not less than two months' prior notice in writing. If you terminate the Contract with less than two months' notice you agree that the Company may charge one year's monitoring monitoring charges should such have already been paid in advance by the Company on your behalf.

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 claim any outstanding payment or other expenses and costs per clause 5.v.. In such circumstances, seven days notice of cessation of any remote monitoring will be given by the Company.

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.

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

9. FORCE MAJEURE

The Company shall not be liable for any delay or failure to fulfill its obligations under this contract or for any failure or defect of equipment arising as a result of a natural event or phenomenon or any event or occurrence outwith its control.

10. APPLICABLE LAW

This contract is governed by the laws of and jurisdiction of the Courts of England and Wales.

In so far as any term is found to be unenforceable it shall be deemed severed ab initio and the remainder of the contract shall be enforceable.