

TERMS & CONDITIONS

1. DEFINITIONS

<i>Agreement</i>	The Quotation Acceptance, together with the Specification (including the Survey Quote Form where applicable) and these Terms & Conditions.
<i>Customer</i>	The person(s), firm or company stated in the agreement.
<i>System</i>	The security system installed at the premises described in the Specification.
<i>Warranty Period</i>	A period of 12 months from the completion of the installation or extension as per the agreement. Electravisión can only guarantee to replace faulty equipment during normal working hours.

2. ACCEPTANCE

- 2.1 This constitutes the entire agreement between the customer and Electravisión, and no waiver, alteration or modification of this agreement shall be binding upon Electravisión and all such representations, warranties or other matters are hereby excluded.
- 2.2 No variation to this agreement shall be binding unless agreed in writing by the authorised representatives of both parties. If these Terms & Conditions are at variance with any printed conditions attached to a Customer Order, then the Company's Terms & Conditions will prevail.
- 2.3 Electravisión reserves the right to alter the Specification at its discretion, at any time, and/or use, at its discretion, other materials and equipment, provided that this does not materially affect the performance of the system.
- 2.4 Once accepted, the agreement can only be cancelled in writing and on the terms that the customer shall indemnify the company in full against all loss (including loss of profits), costs (including cost of labour and materials used), damages, charges and expenses incurred by Electravisión as a result of the cancellation.

3. CUSTOMER'S DUTIES

- 3.1 Obtain, at its own expense, all necessary consents and approvals for the installation of the system.
- 3.2 Provide and pay for all electricity supplies to the system.
- 3.3 Operate the system with reasonable care, and in accordance with instructions, both written and verbal, supplied by Electravisión to the customer.
- 3.4 Give Electravisión 14 days written notice of any change of address or business trading name. The customer shall also notify Electravisión of any proposed structural alteration or extension to the premises that may affect the system. Any reasonable modification to the system that may thereby become necessary shall be carried out by Electravisión at the expense of the customer. Should the customer fail to notify Electravisión of any alterations or extensions to the premises and the customer suffers a loss as a result, then no liability shall accrue to Electravisión.
- 3.5 Notify Electravisión, confirmed in writing, of any defects appearing in the system and shall permit Electravisión to take such reasonable steps as it considers necessary to remedy such defects.
- 3.6 Maintain adequate insurance with the requirements of Electravisión Terms & Conditions.
- 3.7 Notify Electravisión of change of ownership of the premises, Should Electravisión receive notification of a change ownership from the Police or Central Station prior to written notification from the previous or new owner, Electravisión will terminate any existing agreement regarding the System, including Central Station Monitoring where applicable. This will remain the case until formal notification is received and the new Customer will be liable for any changes for reinstating the system. (See Section 5.7).

4. WARRANTY

- 4.1 Electravisión undertake to rectify any faults that arise in the first 12 months from the date of the installation or extension, that are due to defective equipment or faulty workmanship, free of charge. Electravisión will not be liable for faults that arise due to damage or abuse to the system, however caused. Electravisión are also not liable for equipment not installed by Electravisión, as in the case of System Takeovers.
- 4.2 The liability of Electravisión shall be limited insofar as Electravisión have no special knowledge of the nature and the value of contents of the premises, or to the risk to which they may be exposed from time to time. The customer agrees that it alone has knowledge of such matters and it is in the customer's interest to insure against the relevant risks.
- 4.3 Electravisión accepts liability in the event of accidental:
 - a) Bodily injury to any person and/or
 - b) Damage to property and/or
 - c) Obstruction or trespasscaused by Electravisión its servants or agents occurring within the United Kingdom, insofar as the company is deemed liable under English Law for damages claimants costs and expenses.
- 4.4 The customer shall notify Electravisión of any claim under this agreement, in writing, as soon as reasonably possible, and in any event within 30 days of the act, omission or occurrence giving rise to the alleged damage or loss.
- 4.5 Electravisión shall have no liability in any circumstance whatsoever to the customer or anyone else, whether caused directly or indirectly, for economic loss, consequential damage or loss or profit.
- 4.6 Electravisión do not warrant that equipment installed may not be neutralised, circumvented or otherwise rendered ineffective.
- 4.7 Any servant or agent acting on behalf of Electravisión shall be deemed to be in contractual relationship with the customer and to be entitled to the benefit of any exclusion or limitation of liability aforesaid.
- 4.8 The System is not designed for use in adverse industrial atmospheres, extremes of weather or abnormal operating conditions. Electravisión are not liable for rectification work in such circumstances.
- 4.9 The customer shall indemnify Electravisión against any liability, where goods are ordered in accordance with designs, drawings, specifications or samples furnished by the customer, in respect of any patent registered design or industrial copyright of any third party.
- 4.10 The customer shall indemnify Electravisión all liability relating to any claim made against Electravisión by the Police or Fire Authority or other statutory body due to a false alarm signal from the system.

5. GENERAL CONDITIONS

- 5.1 The terms of this contract are subject to Common Law rights and are not intended to prejudice any terms implied by statute.
- 5.2 Until agreed payment terms are met, Electravisión should have the right to withhold future deliveries of constitute components and to immediately withdraw the service provided by the system. Electravisión will provide written notice of any such withdrawal. Ownership of all goods remain the property of Electravisión until payment received in full. Where payment is not forthcoming, Electravisión reserve the right to enter Customer's premises and take possession of the goods owned. The customer is liable for all losses incurred by such action. Electravisión shall be under no liability under the above warranty if the total price of the system has not been paid by the due date of payment.
- 5.3 Electravisión reserves the right to charge interest on any sums due and not paid by the customer, at a rate of 4% per annum above the current base rate of Barclays Bank Plc, on all amounts overdue until payment thereof, such interest to run day to day.
- 5.4 Either party, subject to 3 months written notice of termination, can terminate maintenance.
- 5.5 If either party commits a breach of this contract, the contract can be terminated in 7 days, subject to termination in writing. Should Electravisión terminate the agreement, this shall not prejudice the rights of Electravisión to recover any outstanding sums due.

- 5.6 Should the Customer:
- a) become involved in legal proceedings in which insolvency is in question, or
 - b) in the case of a company, a meeting convened, resolution passed, or petition presented (excluding reconstruction or amalgamation), to wind up the company, or
 - c) a receiver is appointed, or
 - d) ceases to trade, or threatens to cease trade,
- then Electravisión shall immediately become entitled to suspend further performance of the contract, without prejudice to any other rights under the contract, for a discretionary period not exceeding 6 months, whereupon the contract may be terminated.
- 5.7 Electravisión are entitled to assign Sub-Contract labour (the current NACOSS Codes of Practise will be adhered to, where applicable).
- 5.8 The customer is not entitled to assign the benefit or delegate the burden of the agreement, unless agreed by Electravisión. (See section 3.7).
- 5.9 Any notice, invoice or other document or communication, required to be given, shall be sufficiently given if properly addressed and sent by hand, post or facsimile to either the customer's registered office or last known address.
- 5.10 Should Electravisión be unable to perform its obligations by reasons beyond its control including, without limitation, strikes, weather conditions and traffic congestion, this shall not be considered a breach of this agreement. Electravisión shall not be responsible for any loss arising as a consequence of a delay.
- 5.11 This agreement is valid for the period as outlined in the contract, unless terminated in accordance with these Terms & Conditions. However, the customer is entitled to review their level of maintenance cover annually. Any such amendment must be confirmed in writing and all other Terms & Conditions stated in this agreement remain unchanged.
- 5.12 Following the completion of the specified work Electravisión will provide a Completion Certificate or Engineer Report stating the completion date and shall be evidence of such completion.
- 5.13 Any subsequent labour charges will be in accordance with the current Electravisión Labour Rates. These rates are subject to internal review and may be amended at any time. The current rates will be advised at any time subject to customer request.
- 5.14 Maintenance Payments are paid for the full 12 month period and no refund will be given if termination occurs before an anniversary.
- 5.15 Electravisión reserve the right to amend maintenance charges at the anniversary of the renewal. The customer reserves the right to terminate maintenance on receipt of any increase in price.
- 5.16 Where additional work is carried out on the system, under the same Specification Reference Number, the original Terms and Conditions apply unless a new Agreement is raised. The annual maintenance renewal will be based on the original installation date, however warranties on specific equipment will be honoured.

6. MAINTENANCE AGREEMENT

- 6.1 All systems are covered by the Electravisión warranty for the first year, as per section 4.1 of this agreement. For intruder alarms additional maintenance is provided to cover servicing and NACOSS emergency callout requirements.
- 6.2 Maintenance cover, on expiration of warranty, is subject to the type of installation and the level of service required. The 3 levels of maintenance available, (Standard, Intermediate and Comprehensive) are detailed below.
- 6.3 In all cases, Electravisión will not be liable for faults that arise due to damage or abuse of the system, however caused. All labour and materials are chargeable in such instances. All visits to reset intruder alarms systems, due to customer error, are chargeable.
- 6.4 Electravisión will attend all emergency callouts within 48 hours, except for intruder alarms where current NACOSS Codes of Practise apply. Electravisión can only guarantee to replace faulty equipment during normal working hours.
- 6.5 Maintenance charges to be paid annually in advance, on receipt of the renewal notice. All Electravisión responsibilities, as per this agreement, are not valid until payment of annual maintenance charges have been received.
- 6.6 The Electravisión Maintenance Department will contact the Customer with suggested dates for Service Visits. Failure to arrange these visits may invalidate certain insurance policies.

7. STANDARD MAINTENANCE

- 7.1 Electravisión will carry out 1 Service Visit every 12 month period unless otherwise stated within the contract agreement. The first visit will be scheduled on cessation of the system warranty and on receipt of the annual maintenance charge.
- 7.2 Electravisión will provide an emergency callout facility within 24 hours.
- 7.3 The following is chargeable:
 - a) All material costs.
 - b) All labour costs, excluding the Service Visits.
- 7.4 Where applicable for intruder alarms, the maintenance charge includes annual Central Station Monitoring in accordance with the Specification, plus the Remote Reset Facility.

8. INTERMEDIATE MAINTENANCE

- 8.1 Electravisión will carry out 2 Service Visits during every 12 month period. The first visit will be scheduled on cessation of the system warranty and on receipt of the annual maintenance charge.
- 8.2 Electravisión will provide an emergency callout facility within 24 hours.
- 8.3 Labour will be free of charge where repairs have been completed due to inherent defect or wear and tear.
- 8.4 All material costs are chargeable.
- 8.5 Where applicable for intruder alarms, the maintenance charge includes annual Central Station Monitoring in accordance with the Specification, plus the Remote Reset Facility.

9. COMPREHENSIVE MAINTENANCE

- 9.1 Electravisión will carry out 2 Service Visits during every 12 month period. The first visit will be scheduled on cessation of the system warranty and on receipt of the annual maintenance charge.
- 9.2 Electravisión will provide an emergency callout facility within 24 hours.
- 9.3 Labour and Materials (excluding batteries) will be free of charge where repairs have been completed due to inherent defect or wear and tear.
- 9.4 Where applicable for intruder alarms, the maintenance charge includes annual Central Station Monitoring in accordance with the Specification, plus the Remote Reset Facility.