

# Terms & Conditions

## Part 1 – Definitions

In these Terms and Conditions the following expressions shall have the following meanings:-

“the Agreement” - these Terms and Conditions, the Installation Notes and the Quotation.

“the Company” – Kent Cables Ltd.

“the Customer” - the person, firm or company which has accepted the Quotation.

## Part 2 - Customer pre-installation obligations

a) The following duties must be carried out by the Customer before installation starts to enable the Company successfully to install the System. The Customer must:-

(i) Obtain and pay for all necessary consents and licences for the installation of the System (such as landlord’s consent);

(ii) Give the Company free access to the premises on the date and time agreed to install the System, and arrange for easy access to all working areas and surfaces for the Company engineers to carry out the necessary work to install the System;

(iii) The Company will use reasonable skill and care in identifying any concealed services not so (iii) out. The Company will only be liable for damage to these services or for resulting damage to the extent that it does not take such reasonable care;

(iv) Be responsible for the lifting of any floorboards or floor coverings other than carpets. Note that the Company cannot be held responsible for any damage as a result of lifting and re-fitting carpets. Also, be responsible for any proposed flush fitting of units and making good thereafter.

b) If the Customer wishes the Company to use any existing equipment as part of the System, it will be assumed to be in full working order. Where the Company on installation discovers this is not the case, any work required to bring such equipment up to an acceptable standard will be charged for on a time and material basis.

c) Where damage could be caused which may not be immediately apparent to our operatives, the Company cannot be held liable where it has not been notified of such a possibility.

### **Part 3 - Supply of System**

a) The Company will use reasonable endeavours to install the System neatly and to conceal cables wherever possible, but where this is impractical the cables will be surface run.

b) The System will be installed in accordance with the recommendations contained in the British Standard Institute's specification for intruder alarms and CCTV systems on buildings current from time to time on the date on which installation starts. Any change made in the Standard for intruder alarms will not be deemed to be retrospective to existing installations.

c) On installation, the Company will give one briefing and demonstration of the System to the Customer or his/her representative. (There will be an additional charge if further instructions are required.) This demonstration, the operating instructions, keys or code number will be supplied to the Customer on payment of the balance of the Installation Charge as set out in Part 7a.

d) Where a deduction from cost has been made by Kent Cables Ltd for installation of first fix wiring by a third party, Kent Cables Ltd personnel can only check the position of such wiring against their original specification. We cannot check or be held responsible for the integrity of the wiring as inevitably the wire runs are concealed behind plaster, under floors etc. Please be informed that Kent Cables Ltd will only become aware of any problems with the integrity of the wiring when our fitter attempts to power up and commission the system.

### **Part 4 - Customer's post installation Obligations**

a) It is the responsibility of the Customer after the installation is completed to refit any floorboards, carpets or other floor coverings lifted before installation and to carry out any building work, cutting away, decoration or making good unless specifically stated in the Specification, other than any required by the failure to exercise reasonable care and skill by the Company its employees or agents.

b) At all times after the installation is completed the Customer will:-

(i) Operate the System in accordance with the instruction manual;

(ii) Where applicable, pay any line or equipment charges due to third parties (and increases from time to time);

(iii) Pay for all electrical supplies to the System and remain responsible for the upkeep and maintenance of all electrical supplies to the System.

## **Part 5 - Company's post installation Obligations**

The Company will:-

- a) Carry out at the Company's expense any repairs or replacement to the System (excluding existing equipment of the Customer incorporated into the system) required by any faulty materials or workmanship within twelve months of the Installation Date.
- b) At the request of the Customer and within a reasonable time after such request carry out such further works to the System as are necessary to keep the same in operation or to modify, upgrade or replace the System at a price agreed by the Customer and the Company.
- c) Offer to do any modification, alteration or upgrading of the System required to comply with any requirement or regulations of the Police or other authority subject to costs determined by survey and agreement between Customer and Company.

## **Part 6 - Monitoring & Maintenance (or maintenance only where relevant)**

- a) The Company will carry out Monitoring and Maintenance services as set out in the Installation Notes and as agreed in writing between the Customer and the Company.
- b) Monitoring and Maintenance are on a one year fixed term basis, running in the first year from the Installation Date. If the Company wishes to provide Monitoring and Maintenance for further periods it will send the Customer an invoice for the following year's charges, at least four weeks before expiry of the annual term. If the Company does not wish to continue to provide Monitoring and Maintenance, it will send written notice of this fact to the Customer at least four weeks before the expiry of the annual term.
- c) At any time after the expiry of the first year of Monitoring and Maintenance, the Customer may terminate Monitoring and Maintenance by giving at least four weeks' written notice.
- d) At any time after the expiry of one year from the Installation Date the Company shall have the right to increase the Monitoring and Maintenance Inspection Charges. Any increases will be notified to the customer at the time of invoice.
- e) Monitoring and Maintenance Inspection Charges are reviewed on 1 January each year.
- f) The Company will carry out routine maintenance inspection during the hours of 08:30 to 17:30 Monday to Friday (excluding Bank Holidays) on a date previously agreed with the Customer and in accordance with the relevant Standard if applicable.

g) Monitoring and Maintenance of the System may be withdrawn immediately without advice or notice of withdrawal should any agreed payment fail to be made within 30 days of invoice or direct debit payment date.

h) Where an alarm system has been installed, it is mandatory that a yearly service be carried out to comply with SSAIB regulations. Failure to comply will invalidate the warranty.

## **Part 7 – Payment**

a) The Customer will pay 40% of the Installation Charge (for contracts over £2000) as a deposit to the Company before installation begins, and the balance together with the Maintenance Inspection Charge for the first year on the Installation Date. For the avoidance of doubt all monies to be paid within 14 days of the final invoice (applicable to contracts over £2000)

b) Where the attendance of the Company's employees is requested for any reason whatsoever (apart from normal maintenance inspections or under the guarantee by the Company in Part 5a) the Company reserves the right to charge the Customer for labour at its standard rates (including travelling time) and for materials.

## **Part 8 - General Conditions**

a) Ownership of the Customer Equipment will pass to the Customer on payment of the balance of monies as set out in Part 7a.

b) Any variation or modification of any of the terms and conditions of this Agreement must be evidenced in writing and signed by a duly authorised representative of the Company.

## **Part 9– Termination**

a) If the Customer commits any breach of its obligations under the Agreement and fails to remedy the same within 30 days of notice by the Company requesting the breach to be remedied, or if any payment due under this Agreement is more than 30 days in arrears the Company may terminate the Agreement by giving the Customer 14 days notice in writing of the termination.

b) The Company may terminate this Agreement immediately by notice in writing to the Customer if the Customer goes into liquidation, becomes bankrupt, makes a voluntary arrangement with his creditors or has a receiver or administrator appointed.

c) The Company reserves the right to terminate the Agreement immediately if the System or the premises are destroyed or so substantially damaged that the Company is unable to reasonably continue its obligations hereunder and also charge to the Customer the value of Company Equipment destroyed. Any

monies paid for Monitoring and Maintenance will be refunded on a pro rata basis for that period when the Customer is without the System.

d) On termination of Maintenance and Monitoring by either the Customer or the Company or on expiry of the Maintenance and Monitoring services:-

(i) The Customer will give the Company free access to remove the Company Equipment;

(ii) It shall be the absolute responsibility of the Customer to ensure the safety of any remaining electrical installation following removal of the Company Equipment.

e) If the Company is not paid the balance of the Installation Charge as set out in Part 7a, it may remove the System from the Customer's premises. In this event, the Customer will be responsible for any breakage or other damage, in particular for the refitting of any floor boards, carpets or other floor coverings and to carry out any building work, decoration or making good, arising from the removal of the Company Equipment unless the same is caused by the failure to exercise reasonable care and skill by the Company, its employees or agents.

#### **Part 10 - Limitation of Company's Liability**

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS RESTRICTIONS ON THE COMPANY'S LIABILITY IN THE EVENT OF A CLAIM BY THE CUSTOMER

a) The System is intended only to reduce the risk of loss or damage to the property and injury to persons on the premises to the extent that is reasonably practicable by use of such equipment. The Company gives no undertaking to the Customer that the System may not be compromised or circumvented or that the System will prevent any loss by burglary, theft or otherwise. The Company does not guarantee that particular loss, damage or injury can and will be prevented by use of the System.

b) The Company accepts responsibility for ensuring that the System complies with the Specification and will be reasonably capable of meeting the purpose but does not accept any larger responsibility than that, whether in negligence or otherwise save as set out in this Part 10.

c) The Company accepts liability without limit for (i) death or personal injury caused by its or its employees failing to take proper care whilst acting in the course of their employment; and

(ii) any fraudulent statements of fact made by it which caused the Customer to enter into this Agreement.

d) The Company shall not be liable for any loss or damage suffered by the Customer however caused, whether as a result of any failure to exercise reasonable care and skill, breach of these terms, false

statement or otherwise or resulting from any unauthorised entry or burglary, theft, robbery, damage, disturbance or any other cause, subject to Part 10c.

e) The Customer shall be liable for the cost of any key holding charges regardless of the nature of the call including any alarm equipment failure.

f) Where the Company accepts liability for loss suffered by the Customer if a call is not received at the Alarm Receiving Centre, as a result of a failure in the communication system at the Alarm Receiving Centre or a breakdown in the equipment, which in either case is due to the fault of the Company, claims shall be limited to the amount specified in the installer's insurance schedule covering electronic security systems, a copy of which can be seen on request.

g) The Company or its insurers shall not be liable or investigate any claim for loss unless the Customer has given written notice as soon as is reasonably practicable (14 days) after its occurrence

The signature confirms that you read, understood and accept the General Terms and Conditions.

Date:..... Signature:.....