

PART 1 - DEFINITIONS

In these terms and conditions the following expressions shall where the context so admit shall have the following meaning:-

'The Agreement' - The quotation and the acceptance together with these Terms and Conditions.

'The Company' - **LASER SECURITY**

'The Customer' - The Person, Firm or Company which has accepted the Quotation.

'The Customer's Equipment' - Such of the equipment listed in the Quotation shall have been purchased by the customer and any other equipment from time to time installed in substitution therefore.

'The System' - The Company's Equipment and the Customer's Equipment.

'The Installation Date' - The date on which the original installation of the system shall have been completed by the company. For the purposes of this agreement the installation will be deemed complete by the company's field engineer and the passing of keys, code numbers or completion certificate to the customer not withstanding any work remaining to be carried out by the customer and/or the customers sub contractors and/or the Telephone Service Provider.

The Company's Certificate as to the Installation Date shall be conclusive evidence thereof.

'The Line Rental Charge' - Any charge levied by the Telephone Service Provider or other authority in connection with the installation or operation of the system.

PART II SUPPLY

The equipment within the customers premises shall pass to the customer on the payment of all monies specified in the quotation as being payable on or before the installation date.

PART III CUSTOMERS OBLIGATIONS

The customer shall:-

- a) Obtain and pay for all necessary consents and licenses for the installation of the system, the transmission of alarm signals and shall be responsible for the lifting and re-fitting of any carpets or other floor coverings necessitated by the installation of the system.
- b) Give to the company access to the premises at all reasonable times for the purpose of doing anything which the company is entitled to do under the agreement.
- c) Pay to the company the purchase price and the first year's maintenance charge at the time specified in the quotation and subject to paragraph C of condition V maintenance charge for each of the following years period on each anniversary of the Installation.
- d) Where applicable pay any line rental charge (And any increases from time to time thereto) on the date the same is due and will at all times keep the company indemnified in respect thereof.
- e) When requested by the company, provide at the customers expense a supply of electricity with connections at such points in the premises as may be required by the company for the purposes of the system.
- f) Not sell, charge, pledge, part with the possession of or otherwise deal with the company's equipment or remove or permit it to be removed from the premises.
- g) Not without the prior written consent of the company repair, replace or in any way interfere with the system or any part of it, and if there is any breach of this provision the customer shall pay for any work of repair or replacement thereafter carried out on the system by the company necessitated directly or indirectly by any such breach when the system is under maintenance contract.
- h) Notify the company forthwith (Confirming such notice in writing) of any defect appearing in the system and shall permit the company to take such steps as it shall consider necessary to remedy such defect.
- i) Reimburse the company for any charge made by the Police or other authority to the company from time to time in connection with the system.
- j) Pay for the cost of any work required to be carried out to the system (Including any materials required in connection therewith) or any attendance by the company at the premises which may be required by the Police or other authority or as a result of any fault of any equipment of the Telephone Service Provider or other authority or any other circumstances arising outside the control of the company. PROVIDED that the customer shall not hereby be liable to pay the cost of any work for which the company is liable pursuant to condition IV subsection C hereof.
- k) Notify the company of any proposed alterations to the premises or of any modifications in the telephone installation affecting the system. Any extension or alteration of the system which may thereby become necessary shall be carried out by the company at the expense of the customer.
- l) Not to assign or purpose to assign any of the customers rights under this agreement, provided always that the company may at its absolute discretion permit the customer to assign the benefit of the agreement to a new owner of the premises provided further that the customer shall continue to remain primarily liable to make all payments that may be due and payable under the agreement.
- m) Treat as confidential all information obtained under the agreement and shall not without the prior written consent of the company disclose details of the system or its workings to any third party.
- n) The customer will ensure that adequate insurance cover is maintained from commencement of installation to completion. Insurance should cover the cost of replacement and/or repair of all installed equipment and that of any equipment stored on site whilst the installation is in progress.

PART IV - COMPANY'S OBLIGATIONS

Subject to due compliance by the customer of its obligations under the agreement, the company shall:-

- a) Install the system at the premises as soon as may be reasonably practicable in accordance with the anticipated delivery date quoted by the company.
- b) Carry our routine maintenance inspection as determined by the quotation.
- c) Carry out at its own expense any repairs or replacements to the system caused by any faulty materials or workmanship which have been notified to the company within one year of the installation date, or if any part of the system is subject matter of a rider to the agreement then within such period as is therein stated in respect of such part of the system.
- d) At the request of cost the customer can within a reasonable time after such request carry out such further works to the system as shall be necessary to keep the same in operation.

PART V GENERAL

- a) If the customer shall commit any breach of the agreement, including any failure to make any payment on the due date, the company may forthwith terminate the agreement without prejudice to its rights to recover any sum due by the customer to the company. The customer shall forthwith pay to the company by way of liquidated damages (In addition to any monies then due to the company) and to charge interest at the rate of 8% per month above the Bank of England base rate together with compensation for debt recovery costs pursuant to the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.
- b) On the termination of the agreement for whatsoever reason, the customer shall permit the company to repossess the company's equipment.
- c) Maintenance inspection charges are based upon the costs ruling at the date of the quotation. The company may increase the charge at any time after the expiration of twelve months from the installation date. Any such increase shall take effect on the date stated in the notice save that if the customer shall inform the company in writing within the period of one month after the date of the notice of any reasonable objection to any such increase, the company shall have the right either to continue the agreement on the terms in force before such notice or to terminate the agreement. In the event that during the contract period value added tax shall become payable on the rental charge and/or the service and maintenance charge or if such tax having become payable or the rate hereof shall alter, maintenance inspection charges shall be increased or reduced accordingly.
- d) The company shall not be required to make any repayment to the customer if there shall be any delay by the Telephone Provider in making the connections for the transmission of signals between the premises and the Police or if the Telephone Provider or Police or other authority shall for any reason withdraw its services.
- e) The company may assign all or any of its rights or obligations under the agreement and perform any of its obligations through sub contractors or agents.
- f) The agreement supersedes and terminates any antecedent agreements relating to the system at the premises without prejudice to any liabilities or obligations of either party to the other outstanding upon such termination.
- g) The company reserves the right to alter the specification of any component part or parts of the system at its discretion at any time without notice. The company also reserves the right because of difficulties in obtaining supplies, to use at its discretion equipment and materials other than those specified.
- h) The correction of any errors in arithmetic in relation to the system as quoted within the quotation and contract overleaf shall in no way affect the validity of the agreement and the company and the customer shall be deemed to have accepted any revisions in the amounts payable under the agreement that may be required as a result of any such arithmetical errors.
- i) Any apparatus used by the company for transmission of information to a central station shall remain the property of the company.
- j) Either party can terminate the agreement, by giving a minimum of THREE months written notice prior to the commencement of the next invoice period. Insufficient notice will result in the full contract period being due for payment.
- k) The Installation charge and the Maintenance charge is calculated on the basis that the Company will be given full and free access to the premises during Normal Working Hours which for the purposes of this agreement is 08:30 - 17:00 Monday - Friday. An additional charge may be levied if this is not the case.
- l) If either the Customer or the Company is hindered from carrying out their obligations under the Terms and Conditions by reason of any cause proved beyond reasonable control, and in particular, by industrial action, war, insurrection, riot, government action, natural disaster, fire, flood, explosion, earthquake or Act of God, then the obligations under the Terms and Conditions shall be suspended until such cause has ceased. This is providing that due diligence is exercised in promptly notifying the other in writing of any known or anticipated delay, and that the obligations are recommenced immediately on cessation of the delay.
- m) The Company cannot be liable for the cost of redecoration, relaying of Carpet/Flooring or re-instatement, or any damage caused by structural defect or similar matter within the premises, or for any damage whatsoever arising from the installation, testing, alteration, maintenance or repair of the System unless shown to be solely caused by the negligence of the Company and that the same was reasonably avoidable.