

Standard Terms and Conditions of Sale, Service and Maintenance – Fire & Security

Intelligent Building Group Ltd / AML CCTV Manchester Limited t/a Renard Fire and Security hereinafter referred to as The Company.

1. Definitions

- (a) 'The System' means all the equipment supplied by The Company.
- i. For Intruder Alarm Systems this includes Control Units, Electronic Detection Units, Powered and Non-Powered Expanders, Wiring Circuits, Battens, Contacts, Tubes and all other detection devices and components which make up The Intruder Alarm System.
 - ii. In the case of Close Circuit Television ("CCTV") System, this includes CCTV Cameras, Monitors, Network video recorders (NVR), mounting brackets, network infrastructure including PoE switches, associating cabling and all other components and wiring which make up the Closed-Circuit Television System.
 - iii. For Fire Safety Systems this includes all Fire Panels, Smoke & Heat Detection Devices, Sounders, Manual Call Points, Interface Units ("IO"), Beams, Aspirating smoke detection systems, Software, Visual Alarm Devices ("VID's" and "VAD's") and all other components and wiring which make up The Fire Safety System.
 - iv. For Access Control Systems this includes door controllers, magnetic locks or other locking mechanism, request to exit buttons, cards and the associating card readers, software and all other components and wiring which make up The Access Control System.
 - v. For Intercom Systems this includes all Audio and Video Entry Stations, all Internal Monitors or Call Stations, associating software, cabling, PoE switches and all other components and wiring which make up The Intercom System.
 - vi. and all other components and wiring which make up The System.
- (b) 'Installation Date' means the date when the installation of The System has been completed by The Company. For the purposes of payment, the installation will be deemed complete notwithstanding any work remaining to be carried out by The Customer and/or The Customer's sub-contractors. The passing of The Company's Handover Certificate to The Customer shall be conclusive evidence of the Installation Date. Full handover documentation cannot be issued until all soak tests have concluded.
- (c) 'Premises' means the premises at which The System is installed.
- (d) 'The Customer' or 'Client' refers to any company, individual or representative to which The Company's contract or quotation is addressed.

2. Terms and Conditions of Sale

- (a) The Company shall sell, and The Customer shall buy The System.
- (b) The Company shall install The System described in its specification but may make reasonable variations thereto without liability for deviation therefrom. The System will be installed in accordance with the recommendations contained in the appropriate British Standard Institute's Specification current from time to time.
- (c) The Company shall inspect and test The System in accordance with the relevant British Standard institute's recommendations (where appropriate) and shall issue a relevant documentation to The Customer detailing the State of The System.

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- (d) The Customer will pay The Company on the terms agreed without any deduction unless this is agreed prior to the installation taking place. For the avoidance of doubt, The Customer is not entitled to make any deductions under the Government Construction Industry Scheme "CIS" as The Systems and Services provided by The Company fall outside the scope of the CIS rules. Upon full payment of the installation charge the ownership of The System shall pass to The Customer. Until payment is received in full, The System remains the property of The Company. The System shall be at risk of The Customer when it is brought on to The Premises.
- (e) These conditions do not affect the statutory rights of a person dealing as a consumer as defined in the applicable legislation.
- (f) The Company shall be entitled to assign all or any of its rights or obligations hereunder, and to perform any of its obligations through sub-contractors.
- (h) This Agreement constitutes the entire Agreement between The Company and The Customer with respect to the subject matter of this Agreement and supersedes all communications, negotiations, and agreements (whether written or oral) of the parties with respect thereto made prior to the date of this Agreement.

3. Company Obligations

- (a) The Customer shall pay the Installation Charge and in consideration thereof The Company shall install The System and provide, during the first twelve months from the Installation Date, Service and Maintenance as stipulated below:
 - i. Routine inspection and maintenance of The System at the intervals advised in the recommendations of the British Standards Institute's Specifications current from time to time. The routine inspection and maintenance provided shall include the cost of renewed or replacement parts and labour costs incurred by The Company unless such replacement parts or labour is necessitated by the act, default, or neglect of The Customer. Any parts so renewed or replaced shall have a further guarantee period.
 - ii. Respond to requests of The Customer for Service of the system using all reasonable efforts to identify and rectify the fault in question. In the case of maintained Intruder Alarm Systems, the Company shall respond within 4 hours of receipt of request from The Customer or at another time agreed with The Customer. In the case of Closed-Circuit Television ("CCTV"), Access Control and Security Lighting Systems the Company undertakes to use all reasonable endeavours to respond to any such request on the same working day or between 9 am. and 5 p.m. on the next working day if such request is received after 10 a.m.
 - iii. For service of The Fire Safety Systems the Company shall respond within 8 hours of receipt of request from The Customer.

The Service provided shall include the cost of renewed or replacement parts unless such replacement parts are necessitated by the act, default, or neglect of The Customer. Any parts renewed or replaced shall have a further guarantee period.

- (b) For each subsequent twelve-month period that the agreement is in force The Customer shall pay the Annual Service and Maintenance Charge and in consideration thereof The Company shall provide service and maintenance as stipulated below:
 - i. Routine inspection and maintenance as specified in 3 (a)(i) above.
 - ii. Response to requests of The Customer for service as specified in 3 (a)(ii) above.
 - iii. The Company may give to The Customer not less than one month notice of any increase to the Annual Service and Maintenance Charge, such increase to take effect on any anniversary of this Agreement whilst it remains in force and to remain firm thereafter for the succeeding twelve-month period.
 - iv. The Customer shall pay to The Company the Annual Service and Maintenance Charge in advance and thereafter on each succeeding anniversary thereof during the currency of this Agreement. Payments may be six monthly or annually depending on what The Customer agreed with The Company in writing at the start of the contract. The Customer must provide The Company with 3 months' notice of termination of contract.

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- (d) The Company is not responsible for the inspection or maintenance of any equipment not comprised in The System.
- (e) The Company is not responsible for any 3rd party equipment required to run The System or connected to The System.

4. IP, Cellular and other Communication Lines

- (a) The Customer agrees, where applicable, to apply forthwith to the appropriate telecommunications authority for and to permit the immediate provision and fitting of equipment required for the connection of The System to telephone apparatus and The Customer shall enter into and observe such agreement (if any) as such telephone authority may require and shall such telephone authority be deemed to be the agent of The Company and The Company shall not be liable for any delay, damage or failure caused or attributable to such telephone authority in the installation, adaption, modification, connection or alteration of the said equipment.
- (b) Maintenance Charge payable under this Agreement does not include any line rent charged by such telephone authority in respect of any telephone line connection. Any telephone line connection charge and/or line rent shall be the responsibility of The Customer.
- (c) The Company shall render an invoice to The Customer for such charge and/or line rent then The Company shall be entitled to charge an additional ten per cent (inclusive of VAT) of the amount payable as an administration fee.
- (d) The Company agrees to advise The Customer of any need that may arise to install any telephone lines where such need becomes known to The Company.

5. Customer Obligations

The customer shall throughout the currency of this Agreement:

- (a) When requested at The Customer's own expense provide a supply of electricity for The System and give reasonable access to turn off the power where required.
- (b) Afford to The Company, it's employees and agents' reasonable access to The Premises during normal working hours to enable The Company to perform its responsibilities hereunder.
- (c) Obtain and pay for all necessary licenses, consents and permissions for the Installation and operation of The System.
- (d) Not adjust alter or interfere in any way whatsoever with The System or any part thereof nor allow or permit any third party to have access thereto for any such purposes or otherwise.
- (e) Use and operate The System with proper care and in such manner as to preserve the proper and efficient working thereof.
- (f) Promptly notify The Company by telephone (confirming forthwith such notification in writing) of any defect appearing in The System or of any maintenance that appears to be necessary and permit and assist The Company at its option to take such reasonable steps as The Company thinks necessary to remedy any such defect or make any such maintenance.
- (g) Promptly notify The Company by telephone (confirming forthwith such notification in writing) of any structural alteration to The Premises, or of any alteration to the layout of The Premises, or of major movement of contents including stock on The Premises affecting the proper operation of The System.
- (h) Pay for the cost on any work required to be carried out to The System due to damage by fire, storm, floor or water ingress, tempest, break-in, attempted break-in, accident, misuse, mistreatment, or neglect of The System.
- (i) Promptly notify The Company by telephone (confirming forthwith such notification in writing) if The System requires resetting.
- (j) Where movement detectors are installed in an Intruder Alarms System the Customer shall periodically carry out a check or 'walk test' of the area protected by such devices to ensure that any alterations to the layout or fittings of The Premises or of major movements of contents do not impair operation of The System.
- (k) Pay any charges or costs of modification arising from to time as a result of the requirements of the Emergency Services, Local Authority, Telecoms Provider, or other third parties and in the case of Security Systems designed to transmit signals

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to The Company's Communications Centre, notify The Company in writing of the days and times which The Premises are normally closed. The Company shall be entitled to assume that any interference to the system during such notified days and times is unauthorised and may notify the Police accordingly.

- (l) Notify The Company and Police Authorities forthwith upon agreeing to dispose of The Premises or any part thereof and at the same time inform The Company and Police Authorities of the name and address of the person to whom such disposal is to be made.
- (m) Notify The Company forthwith of the receipt of any communication from Police Authorities giving a warning that Police Response is to be modified or withdrawn.
- (n) Notify The Company and Police Authorities with full details of Keyholders and any subsequent changes to Keyholder details, within 5 days of such change.

NOTE: Keyholder information may be held on Police Computer Files.

- (o) Comply with the requirements of Police Authority policy in force from time to time.
- (p) Notify The Company if The Client changes their name or either address.
- (q) Allow The Company the perform sounder tests to verify The System is up to the correct specification.

6. Payments

Any payments by The Customer under this Agreement shall be made in full and without deduction within 30 days of date of invoice. In the event of any such payment (or part thereof) being outstanding after the date for payment thereof, The Company shall not, whilst such payment (or any part thereof) remains outstanding, be obliged to carry out any of its responsibilities hereunder.

Where a soak period is required for The System, certificates and handover documentation can only be issued thereafter, The Customer shall have no right to hold payment until issue of this documentation. This includes the mandatory soak period of 14 days for all Fire Safety Systems.

7. Additional Works

Any work other than that undertaken by The Company pursuant to Clause 3 above, including without limitation any alterations or extensions to The System which are either necessary or are requested by The Customer shall be outside the scope of this Agreement and may be provided by The Company on and subject to terms to be agreed between The Company and The Customer. Additional works must be quoted on a variation order and must be agreed and signed off by The Customer and The Company before works can commence.

8. Additional Charges

The Company shall charge for the costs of all renewed or replacement parts, wires, batteries and other materials and all labour costs at prices determined in accordance with The Company's schedule of rates from time to time in force, save to the extent that any such costs are included in the Installation Charge pursuant to Clause 3 above. Payment of any such additional charges shall be made in accordance with Clause 6 above.

9. Price

- (a) The price (Price) of the Goods and services is set out in our quotation current at the date of your order or such other price as we may agree in writing.
- (b) If the cost of The System to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.
- (c) Any increase in the price under the clause above will only take place after we have told you about it.
- (d) You may be entitled to discounts. Any and all discounts will be at our discretion.
- (e) The price is exclusive of fees for packing and transportation / delivery.

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- (f) The price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

10. Duration

This Agreement shall take effect upon the date hereof and shall (subject to termination as provided hereunder) be for an initial term of one year, thereafter, to continue automatically from year to year unless at least 3 months' notice of termination is given by either party to the other prior to the expiry of the yearly period in force.

11. Liability

- (a) The Company is not an insurer of The Premises, the property or the persons thereon where The System is installed. The Company's charges are not related to the value of The Premises or the property in or on The Premises which The Customer alone is able to ascertain. The Customer is accordingly advised to keep comprehensively insured against all risks such premises and property (and persons in or on The Premises) and The Company shall, subject as herein provided, bear no responsibility in relation thereto, and The Customer shall hold harmless, indemnify, and keep indemnified The Company against any and all claims, actions, costs or liabilities which may be brought against The Company or incurred by it in relation therewith.
- (b) If any defect in the quality, nature or condition of parts or materials supplied hereunder or in the event that any failure of such parts or materials to comply with The Company's specification and/or description therefore shall be discovered within one year of the date when such parts or materials were supplied by The Company, The Company's sole responsibility shall be to repair or replace any such parts or materials found to be defective by reason of faulty material or workmanship or failure to comply with such specification and/or description without charge provided that:
 - i. The System has been properly used, and operated by The Customer in accordance with instructions given by The Company to The Customer in the use of The System, the terms of this Agreement and generally accepted practices; and
 - ii. A claim in writing shall have been received by The Company from The Customer within 28 days of the discovery of any such defect or failure.
- (c) If during provision of its services hereunder damage to The System is directly caused thereto by the negligence of The Company its employees or agents The Company's sole responsibility shall be to repair or rectify such damage to The System without charge to The Customer. The Company shall not be liable for any damage to The Premises (including any fixtures or items therein) arising from the provision of its services hereunder unless it is established that the same was directly attributable to the negligence of The Company its employees or agents and the same could reasonably have been avoided. Notwithstanding the above, The Customer agrees and confirms that The Company shall not, whether for negligence, breach of contracts misrepresentation or otherwise, be liable for any loss or damage to The Premises or property therein or thereon caused by burglary, breaking and/or entering, theft, robbery, malicious damage, riot or commotion or any unauthorised entry by reason of a failure of The System (or any part thereof) to operate at all or to operate correctly by reason of any inadequacy in the design, installation or maintenance of the System (or any part thereof) or by reason of any failure of The System (or any part thereof) as installed to correspond with its description.
- (d) If notwithstanding the above there should arise any liability on the part of The Company in relation to this Agreement (or any part thereof) whether for negligence, breach of contract, misrepresentation or otherwise such liability shall (subject to Clause 10 (g) below) under no circumstances whatsoever exceed twice the Installation Charge paid by The Customer.
- (e) If The Customer wishes increase the maximum amount of The Company's limit of liability specified in Clause (d) above, The Customer may request of The Company a higher limit of liability and The Company may (without being under any obligation so to do) agree to such higher limit of liability upon payment of such additional amount as The Company shall require to obtain the appropriate insurance cover therefor The Customer shall in such case, disclose such information as The Company's insurers may require.
- (f) The Company shall not under any circumstances whatsoever (whether for negligence, breach of contract, misrepresentation or otherwise) be liable for any indirect or consequential damage or loss. or loss of profit or damage or injury.

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- (g) Notwithstanding any of the foregoing provisions The Company accepts liability for personal injury and/or death due to the negligence of The Company its employees or agents.
- (h) The Customer undertakes:
- i. To give written notice to The Company within a reasonable time and in any event within 14 days of any occurrence which might give rise to a claim by The Customer against The Company hereunder.
 - ii. To give to The Company in writing full details of such occurrence as soon as the same can reasonably be ascertained.
 - iii. To allow The Company and The Company's insurers every facility to investigate such occurrence.
 - iv. To submit any claim against The Company arising out of or in connection with such occurrence in writing within 30 days thereof.

Failure of The Customer to comply with these undertakings shall absolve The Company from any liability in connection with such occurrence but is without prejudice to any right of The Company in relation to any breach by The Customer of any such undertakings.

The Company shall not under any circumstances whatsoever accept any liability resulting from:

- i. The Customer resetting The System without the prior knowledge and authority of The Company's Communications Centre, ARC and authorised engineer.
- ii. Withdrawal or modification of Police Response howsoever caused.
- iii. Failure to receive or act upon a signal transmitted to The Company's Communications Centre/ARC from a system other than an Intruder Alarm System or Personal Attack Device. in this case The Company's sole responsibility is to notify the Keyholder.

12. Statutory Rights

None of the provisions herein contained shall affect any overriding statutory rights which a person dealing as a consumer (as defined in the relevant legislation) may have.

13. Termination

- (a) Upon the occurrence of any of the following events this Agreement shall automatically and without notice terminate:
- i. If any process of execution distress or seizure shall be levied on or due against any of The Customer's real estate or personal property.
 - ii. If The Customer (being a company) shall pass a resolution for winding-up (unless such winding-up shall be for the purposes of amalgamation or reconstruction previously approved in writing by The Company) or shall have a petition for winding-up presented against it or if a receiver or manager shall be appointed over its assets or undertaking or any part thereof or if it stops payment or if it suffers or takes any analogous action in consequence of debt or insolvency.
 - iii. If The Customer shall commit an act of bankruptcy or have a receiving order made against him or enter into any arrangement with his creditors or if (being an individual) shall die.
 - iv. If the apparatus or equipment is destroyed or so substantially damaged by fire or other catastrophe The Company is reasonably unable to continue its service.
- (b) The Company may terminate the Contract forthwith upon giving written notice to The Customer at his last known address if any of the following events occur:
- i. The Customer's non-observance or non-performance of any of its obligations hereunder.
 - ii. If the Customer is in arrear of any payment due hereunder for a period of 21 days or more.
 - iii. If the Company shall be unable to retain the connections or privileges necessary for the transmission of signals and then in this case The Company shall not be under any liability to The Customer.
- (c) The termination of the Contract howsoever caused shall be without prejudice to any antecedent rights.

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The Customer shall forthwith pay to The Company the balance of all monies then owing and subject to any such antecedent rights no other sums shall be payable or repayable by either party to the other on such occurrence.

14. Waiver

Failure by The Company to exercise or enforce any of its rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

15. Status

In the event of two or more persons constituting The Customer the obligations of such persons shall be joint and several.

16. Notices

Any notice sent hereunder shall be deemed to have been duly given if sent by prepaid first-class post, telegraph addressed to the party concerned at its place of business or last known address.

17. Force Majeure

The Company shall not be liable to The Customer for any loss or damage which may be suffered by The Customer as a direct or indirect result of The Company being delayed, prevented or hindered in the performance of its obligations under this Agreement by reason of any circumstances beyond its reasonable control including (but not limited to) Acts of nature, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty or increased expense in obtaining materials or transport or by any other circumstances whatsoever outside the reasonable control of The Company.

18. Governing Law

This Agreement shall in all respects be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English courts.

19. Special Conditions

The sale is Subject to any special Conditions outlined in Appendix A attached to this document. If there are no Special Conditions, then the page Appendix A page will state "No Special Conditions".

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Special Terms and Conditions – Appendix A

1. Exclusions (Listed below):

- a. Working outside normal working hours of 8am to 6pm Monday to Friday inclusive.
- b. Any additional security on site for our equipment and components such as site cabins, 24-hour security, secure storage.
- c. Working at height equipment unless specified in the original accepted quotation.
- d. Special Access requirements, off site 3rd party parking charges.
- e. Health and Safety or PPE additional to our standard requirements for ID's, ECS Cards, Safety Boots, Hard Hats, High Viz Vests, Gloves, Safety Goggles, Masks, Ear Defenders

2. Aborted Costs

- a. If The Customer is not ready for the installation to be carried out when the dates have been agreed and the Engineers are attending The Customers site to carry out an installation, The Company reserves the right to charge those aborted costs at £55 per hour per engineer plus £1 per mile travelling time. Subject to a maximum of 8 hours.
- b. If we cannot have unencumbered access to the areas of the site required to carry out our work because of obstructions, floods, debris, or any other obstruction, then The Company reserves the right to charge aborted costs as per a. above.

3. Call Out Charges

- a. The Company call out charges for any work not covered by either a Warranty, or damage as a result of third-party actions will be charged at the following rates: £175 call out charge which covers the first hour on site, plus £75 per hour thereafter.

4. Any replacement parts not covered by a Warranty or damaged as a result of third-party actions will be charged at the manufacturer's List Price.

5. Warranty

- a. Standard Warranty period is 12-months from initial commissioning which covers all parts and labour unless the parts are damaged by The Customer or a 3rd Party.
- b. Extended Warranties are available to cover all Parts & Labour and a quotation can be supplied upon request

6. Payment Terms

- a. Our standard payment terms are as follows:
 - i. 35% Upfront to secure parts for the installation.
 - ii. 35% will be invoiced when all parts are delivered to site and the installation has commenced. The payment terms on this tranche of the payment will be 30 days from date of delivery to site.
 - iii. 20% on Practical Completion of the installation, payable within 30 days.
 - iv. The balance of 10% will be invoiced on full completion of commissioning, training, system handover and all required Statutory Documentation.
- b. The Company reserves the right to charge interest at 4% above NatWest bank rate for all overdue invoice payment.
- c. For the avoidance of doubt no allowance has been made in our quotation for commissions to clients or their agents unless specified in writing.
- d. No deductions or retentions can be made against any invoices unless agreed prior to contract placement in writing and signed by a director of the company.