

## Important Notes:

### Cleaning:

Please be aware that most work will cause mess and dust. Our engineers are equipped with basic cleaning equipment and will attempt to leave your premises in a tidy condition, but we do ask that any items that should not be subject to mess and dust, or are fragile or delicate, should be removed or covered over.

### Noise Pollution

In recognition of the 'Noise Pollution Act 1974' any external Audible warning device(s) (for intruder alarms) will operate for a maximum duration of 20 minutes, after which they will automatically silence, and the strobe light will continue to flash. It is the customer's responsibility to inform the local Police force and Environmental Health Authority within 48 hours of the alarm becoming operational. (The Control of Noise Order 1981 refers: Statutory Instrument 1981 No. 1829)

### Building Alterations

The customer should note that any physical alterations to the structure, building services, furniture or any stock piling at the protection location may affect the area of coverage. In the event of alterations, the customer should liaise with Ballum Security regarding a revaluation of the security protection.

### Main Contractors:

Where cables and or equipment is to be flushed/chased into walls, the customer's main building contractor is to supply labour to cut the required chases/holes into the building. After the installation of cables and equipment, the customer's main building contractor is to make good all plaster work etc.

### Hazardous Materials:

When the work was surveyed, no hazardous material was identified (if any material was identified it will be mentioned). The quotation reflects the buildings current condition and the surveyor's assessment. If surveyor's understanding is incorrect or the building condition changes, we request you inform Ballum Security so that the quotation can be updated to reflect these changes. Ballum Security withhold the right to refuse to carry out work if hazardous material is discovered. Work may only resume when written confirmation that the Hazardous material has been removed.

### Ducting:

Where ducts are provided to Ballum Security, we request that it is noted that our cables can only be put in specific ducting. A draw wire must be provided. If Ballum Security are providing ducting than please see the quotation. If we cannot use supplied ducting, a wireless option may be employed at an additional cost, or an alternative method, at an additional cost.

### Existing Cabling & Equipment:

Any existing cabling and equipment that is to be re-utilised is assumed to be working, intact and up to the relevant standard. Any variations to this could require remedial work and result in additional work and/or an additional specification.

### Radio & Wireless Systems:

Where the specification includes wireless devices, it is done so with care to ensure that there will be adequate signal strength between equipment. We reserve the right to modify our specification if during the installation it is discovered that the signal strength will not be adequate. Ballum Security accept no responsibility or liability for signal failure due to environmental conditions.

### CCTV:

Please ensure that the recorder location has at least one plug socket available. Night time images are usually not viewable by the engineer. It will be down to you, the customer, to ensure night images are acceptable and report any issues as soon as they are noticed, or else a call out fee may apply.

### Power and Data points:

Please ensure that fused spurs and network points are available as required.

### Heights & Access:

If ladders are used, it may be necessary to add anchor points into exterior walls. These anchors will be left in place once work is completed. Please see the quotation to see if other access is required.

### Network Access:

Some systems and especially managed networks will require the IT company to assist. If we cannot access your network than the customer will need to arrange an alternative solution. Additional visits due to this reason may be chargeable.

### Break Glass Detectors:

These detectors require a clear view of the window(s) to be protected. It should be noted that if a curtain or similar 'veiling' is drawn between the detector and the glass, the effectiveness of the unit will be reduced.

### Remote Reset

When a system is connected to the police under most circumstances a remote reset facility is incorporated in the control unit. This feature allows the user to reset the alarm in the event of activation by telephoning Ballum Security. If the activation has been passed to the Police a reset will only be given where a corrective maintenance visit is not required. The customer should be aware that the procedure for authorisation is by providing an abort code and Ballum Security will deem the caller as a valid user on requesting a remote reset by them providing us with this abort code and a unique seed code from the alarm control unit. The customer will be required to describe clearly and specifically the cause of the alarm condition and that the cause described is consistent with customer error. Under these circumstances Ballum Security will refer to the records to ensure that the system has not been denied the reset facility. If this criteria has been met, a reset will be provided and there will be no requirement for an engineer to visit unless specifically requested. If a second activation occurs within a 30-day period and is attended by the police; a remote reset will be denied, and a Ballum Security engineer must attend. The annual maintenance charge provides for a maximum of two remote resets. Additional resets will be charged for by Ballum Security at the standard rates.

## Terms & Conditions:

### 1. Interpretation

Definitions:

'the Company' means Ballum Security Ltd.

'the Customer' means the person(s) who is receiving and/or purchasing the System.

'the System' means the electronic security fitted into the Premises, or any other agreed system or systems.

'the Premises' means the building into which the System is installed.

'Contract Period' means the period from the installation date until this Agreement is terminated, either hereunder, or by either party giving the other at least 3 months' notice in writing, such notice not to expire until either the second anniversary of the installation date or until any later anniversary date thereof.

### 2. Formation of Contract

The Company shall sell the System and provide other services strictly in accordance with the terms of the quotation(s) and then subject to these terms and conditions which will govern the contract between the parties to the exclusion of any other terms and conditions and subject to which any such quotation is accepted or purported to be accepted by the Customer.

### 3. Basis of Agreement

The Company shall sell, and the Customer shall purchase the System and the Company shall install the System described in the specification referred to in and for Charge referred to in the quotation. The System will be installed in accordance with recommendations contained in the relevant British Standard pertaining to the specified equipment current from time to time.

### 4. Access and Installation

(a) The installation charge is agreed upon the basis that full and free access to the Premises during normal working hours is provided within 30 days from the date of dispatch of this agreement to the Customer. If access is not available within this period, the Company reserves the right to review the installation charge and to make additional labour charges. The Company shall not be liable for any delay in the installation beyond our reasonable control.

(b) For the purposes of payment pursuant to clause 7, the System will be deemed complete when the quoted works is completed, notwithstanding any work to be carried out by any third-party contractors or if the description of work has changed. Our installation date will be conclusive evidence thereof.

### 5. Maintenance

(a) If agreed, The Company shall inspect and test the System in accordance with the relevant British Standard for preventative maintenance and shall issue an inspection certificate to the Customer detailing the condition of the System after each visit.

(b) If agreed, The Company shall provide preventative maintenance (as specified in clause 5a) and an Emergency 24 Hour stand-by facility for the maintenance charge referred to in clause 7b. below and over leaf for the minimum Contract Period (subject to clauses 6a. and 6b.).

(c) The Company's guarantee specifically excludes Lamps, hard drives, Batteries, Computer Software, obsolete equipment, video tubes and heads, locking devices and other general consumable items.

### 6. Termination

(a) The Company shall be entitled to terminate this Agreement if :

-the Customer commits any breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same in 30 days receipt of a written notice giving particulars of the breach and requiring it to be remedied.

- if the Customer goes into liquidation, makes a voluntary arrangement with its creditors, or becomes subject to an administration order, becomes bankrupt, an encumbrancer takes possession, or a receiver is appointed over any of the property or assets of the Customer.

(b) The termination of this Agreement howsoever caused shall be without prejudice to any antecedent rights. The Customer shall forthwith pay to the Company the total of all future Maintenance and Monitoring charges which would have been payable had this Agreement continued to the earliest date on which the Customer could have terminated this Agreement by notice and other sums then accrued due hereunder.

### 7. Price and Payment

(a) The Company shall be entitled to invoice the Customer on or at any time after any goods or services are provided by the Company to the Customer and the date of any invoice shall be the due date of payment.

(b) The Customer shall pay the Company :

- The price of the System and installation charge

- A subsequent maintenance charge on each anniversary of the installation date if required.

- Any charge made from time to time by the Police or Local Authority on the Company in respect of the System.

(c) The Company will use all reasonable efforts to rectify any defect appearing in the System without charge where such defect arises within 12 Months of the installation date (save where the same results from the act, neglect, or default of the Customer or of any third party or any circumstance beyond the Company's control and provided the Customer has notified the Company of the defect within 14 days of becoming aware of the same and has complied with its obligations hereunder).

(d) Where the attendance of the Company's engineer is requested and/or required for any reason whatsoever (apart from normal maintenance inspections or under any guarantee of the Company) the Company reserves the right to make such charges as it considers reasonable for labour (including traveling time) and materials. All fees may vary from time to time.

(e) The Customer shall obtain and pay for the connection to, and the rental of, the telephone line or SIM and associated equipment for the transmission of signals to the Police or other Authorities, if such is required. This figure is not included in the quotation.

(f) At any time after the first anniversary of the Installation date the Company may increase the maintenance charge by giving at least one month's written notice stating the increase and the date from which the increase shall be effective and payable from the Customer. If the Customer informs the Company in writing within the one-month period of reasonable objection to such increase the Company shall have the right to terminate the agreement on the first anniversary of the installation date occurring after the date of receipt the objection from the Customer or to continue this agreement on the terms in force before such notice including this condition.

(g) All payments made by the Customer shall have Value Added Tax added to them at the current rate and such VAT will be payable by the Customer at the same time the other payments are due.

#### **8. Failure to Pay**

(a) If at any time payment due from the Customer to the Company is overdue for a period of 21 days or more the Company shall not be bound to perform any of its obligations hereunder. The Customer shall pay all sums on the due date or on demand. If an account is not paid within 21 days of delivery of the invoice, the Company shall be entitled to charge interest on the account (including any disbursements and VAT) from the date of invoice up to a rate of twenty percent per month, both before and after judgment.

(b) Until payment is made in full the System remains the property of the Company and we reserve the right to repossess the System in the event of default, and the Customer grants the Company irrevocable license to this effect.

(c) If after 21 days, repossession of the equipment is required, the Customer agrees to give the Company, or representatives, free access to the Premises to repossess the System. If free access is not granted, then the Company will pursue the matter in UK courts.

(d) If after 21 days, repossession occurs, any payments made prior will not be refundable.

#### **9. Customer Obligations**

The Customer shall throughout the Contract Period:-

(a) afford the Company, its servants, or agents full and free access to the premises on weekdays during normal working hours, and at other times if the circumstances so require, to enable the Company to perform its responsibilities hereunder.

(b) notify the Company forthwith in writing upon agreeing to dispose of the Premises or any part thereof and at the same time inform the Company of the name and address of the person to whom such disposal is to be made.

(c) not adjust, reset, repair, alter or interfere in any way with the System or any part thereof.

(d) use and operate the System with reasonable care to insure its proper and efficient operation.

(e) notify the Company by telephone confirming such notification by letter of any defect appearing in the System or of any repairs which appear to be necessary and permit the Company to take such steps as the Company thinks fit to remedy such defects or make such repair.

(f) pay for the cost of any work or reset to be carried out to the System due to damage by fire, storm, tempest, flood, riot and civil disturbance, break-in, attempted break-in, terrorist related, accident, nuisance, mistreatment of the System or persistent accidental operation.

(g) immediately notify the Company by telephone confirming such notification by letter of any proposed structural alteration to the Premises or of any modification of the telephone installation effecting the System or in the case of detection devices of any alteration to the layout or fittings of the Premises or of any major movement of contents.

(f) the Customer will provide reasonable toilet facilities for engineers to use for cleaning their hands etc.

#### **10. Exclusion of Liability**

(a) The System is intended as set out in the Company's specification only to reduce the risk of loss of or damage to the Premises to the extent that is reasonably practicable by

use of such equipment and the Customer expressly acknowledges such a limitation. The Company gives no undertaking to the Customer that the System will prevent any loss by burglary, theft or otherwise and the Company does not guarantee that the loss, damage, or injury can and will be prevented by such use.

(b) The Company is not an insurer of the Premises, the property, or the persons therein. 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 accordingly undertakes to keep comprehensively insured such Premises and property and persons in or on the premises.

(c) The Customer agrees and confirms that it is, in the light of clause 10b, reasonable that the Company shall not through negligence, breach of contract 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 failure of the System to operate correctly by reason of inadequacy of design, installation or maintenance of the system or by reason of failure to transmit signals between the System and the Police howsoever caused. Nothing in this agreement shall be construed as avoiding the Company's liability for death or personal injury caused by its own negligence.

(d) The Company shall not (whether for negligence, breach of contract or otherwise) be liable for any indirect or consequential loss.

(e) The Company shall not be liable for the cost of redecoration or reinstatement or for any damage to or the cost of relaying floor coverings or for any breakages or other damage arising from the installation, alteration, maintenance or repair of the System or any part thereof unless it is established the same arose from the negligence of the Company, its servants, or agents and that the same was reasonably avoidable.

#### **11. Variations**

(a) No terms or representations expressed or implied other those embodied in this agreement shall be binding upon the Company unless accepted by the Company under the hand of a director in writing.

(b) Any alteration or extension or modification to the System shall be subject to the terms of this Agreement and shall be carried out at the Customer's expense. Each such matter is described over leaf as an additional protection item and will be governed by these terms and conditions.

(c) The quotation is assuming that the existing building, equipment and/or wiring is working and within reasonable condition. If this is found to not be the case, the quotation may become void, and an invoice will be raised for labour time (and any travel and material costs) for diagnosis and lost time which The Customer is obliged to pay.

#### **12. Assignment**

The Company shall be entitled to assign all or any of its rights hereunder, and to perform any of its obligations through subcontractors. At any time during the Contract Period the Company may substitute for the equipment or any part thereof for the time installed other equipment of a similar or greater efficiency or where necessary to comply with any requirements, recommendations, byelaws, or regulations of the Police, Public or Local authority or National Regulations or Laws at the time being in force and the terms of this agreement shall apply to such substituted equipment.

#### **13. Miscellaneous**

(a) Any notice required to be given by one party to the other should be in writing addressed to the other party at the address over leaf. Any notice served personally shall be deemed received when delivered, any notice sent by first class post shall be deemed received 48 hours after posting.

(b) No waiver by either party of a breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provisions. This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof and supersedes all previous contracts or other understandings between the parties or their assigns.

(c) This Agreement should be governed by the laws of England and Wales and the party submit to the exclusive jurisdiction of the English Courts.

#### **14. Possession**

(a) The Company withholds the right to lock the Systems NVM, so that only Ballum Security can access the engineering menus. The system is the customers once payment has been made. Rented systems will remain the possession of the Company.

(b) One the System is paid for in full, the system will be owned by the Customer, but the Company still have the right to lock the NVM (as above) and retain any admin passwords etc.

#### **15. Images & Recording**

The Company reserves the right to take images and record videos unless told by The Customer otherwise. Any images taken may be featured online however all markings and identifiers will be removed for security reasons.

**By agreeing to the quotation(s) provided, you agree to these terms and conditions in full.**