



security and fire  
specialists

## NETWORK SECURITY & FIRE SPECIALISTS (theCompany)

### MAINTENANCE AND SYSTEMS MONITORING AGREEMENT TERMS AND CONDITIONS

#### Definitions

In this Agreement the following expressions have the following meanings

"Acceptance"	- the acceptance form attached hereto.
"Agreement"	- the Acceptance of these Conditions and the Schedules hereto.
"Charges"	- the Connection Charge, Monitoring Charge and Service Charge (as appropriate).
"Company"	- Network Security and Alarms Limited (company registration number 2792940) whose registered office is at 12 Plover House, Aviary Court, Wade Road, Basingstoke, Hampshire RG24 8PE.
"Connection Charge"	- the charge in respect of connection of the Monitoring System specified in the Acceptance.
"Customer"	- the person(s), firm or company whose name and address is stated in the Acceptance.
"Force Majeure"	- In relation to either party any event or occurrence which is beyond the reasonable control of that party and that results in or causes the failure of that party to perform any of its obligations under this Agreement.
"Liability"	- any liability arising by reason of any representation, any breach of implied term, any duty at common law or under statute, or under any express term of this Agreement.
"Loss"	- in relation to the Customer, any loss (whether loss of profit or otherwise), damages, cost or other compensation and any legal or other expense which are awarded against or incurred by or paid or agreed to be paid in settlement of any claim by the Customer, however the same may arise and whether occasioned by the negligence of the Company, its employees or agents or otherwise.
"Monitoring Charge"	- the annual charge in respect of Monitoring Services specified in the Acceptance.
"Monitoring System"	- the signalling equipment installed in the Premises and described in Schedule 2 (if appropriate).
"Premises"	- the address of the Customer shown in the Acceptance, unless specified in the Acceptance to the contrary.
"Services"	- the Comprehensive Service, Restricted Service, Emergency Service and/or Monitoring Service (as appropriate), details of which are set out in Schedule 1 hereto. The Acceptance shall indicate which Services are to be provided to the Customer by the Company.
"Service Charge"	- the charge in respect of the level of servicing of the System specified in the Acceptance (which shall not include those costs specified in Schedule 1 clauses A3 and B3).
"Service Period"	- the twelve month period during which the Services are provided as specified in the Acceptance.
"System"	- the intruder alarm, fire alarm, or other security system or the Monitoring System in the Premises and described in Schedule 2.

#### 1. SERVICES TO BE PROVIDED

During the Service Period, the Company shall provide the Customer with the Services.

- If the Company discovers a defect in or malfunction of the System (or any part thereof) in the course of provision of the Services, it will use all reasonable endeavours to repair such defect or malfunction at the Premises but, if that is not reasonably practicable, the Company may at its discretion make suitable arrangements with the Customer for removal of the System (or part) for the purposes of repair.
- The Company shall ensure that its representatives comply with all safety and security regulations in force at the Premises which are brought to the attention of such representatives by the Customer.

#### 2 SERVICES NOT INCLUDED

- Provision of the Services shall not apply to the rectification of any defect or malfunction which in the Company's opinion has arisen as a result of:
  - electrical work external to the System;

- relocation of the System not performed by or on behalf of the Company;
- any error or omission relating to the operation of the System;
- any modification, adjustment or repair to the System made by a third party without the written consent of the Company;
- the subjection of the System by the Customer to unusual physical or electrical stress, the neglect or misuse of the System or any failure or fluctuation of electrical power, air conditioning, humidity control or other environmental controls; or
- accidental or malicious damage to the System by the Customer or a third party.

- If, on investigation, the Company reasonably determines that any defect in or malfunction of the System is the result of any of the matters referred to on clause 2.1, the Company shall notify the Customer of the likely costs that will be incurred (in labour and materials or otherwise) in investigating the same and rectifying the defect or malfunction. The Customer may, within 14 days of receipt of such notice, give three months' notice in writing to the Company to terminate this Agreement, notwithstanding the rights contained in clause 7, failing which the Customer shall be deemed to have accepted such costs and shall be liable to pay the same within 28 days from the invoice date.

#### 3. OBLIGATIONS OF THE CUSTOMER

- The Customer shall give the Company access to the Premises at all reasonable times for the purpose of doing anything which the Company is required or entitled to do under this Agreement. Although the Company shall not be obliged to carry out any work outside normal working hours for provision of the Comprehensive and Restricted and Monitoring Services, the Customer acknowledges that work may be carried out outside normal working hours in cases where the Company in its absolute discretion deems it necessary and at such times the Customer shall afford the Company access.
- The Customer shall operate the System only in accordance with the written information and instructions which may from time to time be supplied by the Company to the Customer.
- The Customer shall notify the Company as soon as reasonably practicable, and shall provide written confirmation, of any defect appearing in the System and shall permit the Company to take such reasonable steps as it shall consider necessary to remedy such defect. This work may be chargeable dependant on the contract type.
- The Customer shall notify the Company of any proposed structural alterations to the Premises which may affect the System. Any variation to the system due to structural alterations will incur costs. It is the clients responsibility to accept of reject our quotation, however this may affect your NSI accreditation if the works are not carried out.
- The Customer shall not allow any person other than the Company to adjust, maintain, repair or move any part of the System.
- The Customer shall take all such steps as may be necessary to ensure that safety of the Company's representatives on the Premises.
- In respect of the Monitoring Service, the Customer shall notify the Company in writing of alterations to registered key holders, time schedules, account or passcard numbers. Such alterations will become effective within 24 working hours after receipt.

#### 4. CHARGES

- The Customer shall pay the Charges on the signing of this Agreement and annually thereafter upon receipt of an invoice unless and until this Agreement is terminated in accordance with the provisions of clause 7 of this Agreement. All invoices are due and payable within a period of 28 days from the invoice date.
- The Charges quoted are exclusive of value added tax (unless otherwise stated) which the Customer shall be additionally liable to pay to the Company.
- In respect of subsequent Service Periods, if the Customer shall fail to make full payment of the Charges on or by the date upon which such Service Period is to commence, the Company shall be entitled (upon written notice to the Customer):
  - to suspend provision of the Emergency Service
  - to suspend provision of the Monitoring Service (if appropriate). The said service shall be reinstated within 24 hours of receipt of payment of all sums due to the Company.Any payments received at weekends or on national or public holidays shall be deemed to have been received on the next working day.
- The Company reserves the right to charge interest on any sums due and not paid by the Customer at the rate of 4% per annum above the base rate for the time being of Barclays Bank plc on all amounts overdue from the date of invoice until payment thereof, such interest to run from day to day.

- 4.5 Notification of Increased Charges – The Company may increase the Service Charge and/or the Monitoring Charge by giving notice in writing to the Customer stating the new Service Charge and/or Monitoring Charge and the date (not being earlier than the date of the notice or a date earlier than 28 days prior to the first anniversary of this Agreement) on or after which such new charges shall become effective. The Customer may within 14 days after the service of any notice of increase of such charges give three months notice in writing to the Company to terminate this Agreement, notwithstanding the rights contained in Clause 7, failing which the Customer shall be deemed to have accepted such increased charges. If the Customer shall give such notice of termination the new Services Charge and/or Monitoring Charges shall not be effective during such notice period, but shall apply if the Customer subsequently withdraws such notice.

## 5. LIABILITY

- 5.1 The Company shall have no Liability to the Customer for any consequential Loss of the Customer arising out of or in connection with the provision of any Services pursuant to the Agreement (except in respect of death of personal injury resulting from the Company's negligence) and the total Liability of the Company for any other Loss of the Customer so arising in any Service Period in respect of any one event of series of connected events shall not exceed the Charges payable by the Customer for the Services for that Service Period.
- 5.2 The Customer shall notify the Company of any claim under this Agreement as soon as reasonably possible and in any event within thirty days of the act, omission or occurrence giving rise to the alleged Loss. Any such claim notified to the Company after the expiration of such period shall be void.
- 5.3 In the event the Customer is a consumer within the meaning of the Unfair Contract Terms Act 1977, such consumer's statutory rights are not adversely affected by any terms of this Agreement.

## 6. INDEMNITY

The Customer shall indemnify and keep indemnified the Company, its agents and sub-contractors against any claims whatsoever for damages, penalties, costs and expenses made by the Police, Fire or other authority in connection with the Monitoring System.

## 7. TERMINATION

- 7.1 The Company shall be entitled to terminate this Agreement if, on any technical inspection of the System, it appears that the System cannot be brought to a satisfactory working condition by carrying out a Service in which case the Company shall repay to the Customer a fair proportion of any Charges paid in advance.
- 7.2 If either party shall commit any material breach of the Agreement then the other may by seven days notice in writing terminate this Agreement (save that in the case of a breach capable of remedy no breach shall for this purpose be deemed to have occurred unless notice in writing requiring the same to be remedied shall have been served on the other party with which the other party shall have failed to comply with 28 days of service of the notice). This right of termination shall be without prejudice to the Company's right to recover any sum due from the Customer.
- 7.3 Either party shall be entitled to terminate this Agreement by not less than three months notice in writing to the other expiring at the end of any Service Period. If no notice is so served, this Agreement shall continue for a further period of twelve months.
- 7.4 The Company reserves the right to terminate the Monitoring Service if either party shall serve notice to terminate the Comprehensive Service of the Restricted Service (as the case may be). If such notice is served in respect of intruder alarms, the Monitoring Service shall be deemed to have terminated automatically.

## 8. FORCE MAJEURE

Any failure by the Company to perform any of its obligations by reason of any Force Majeure shall not be deemed to be a breach of this Agreement.

## 9. RIGHT OF ASSIGNMENT

The Company may assign all or any of its rights under this Agreement. The Company may perform any of its obligations under this Agreement through sub-contractors. This Agreement is personal to the Customer and may not be assigned or otherwise transferred by the Customer.

## 10. ANTECEDENT AGREEMENTS

This Agreement supersedes and terminates any antecedent agreement between the parties relating to the System at the Premises without prejudice to any liabilities or obligations of either party to the other outstanding upon such termination.

## 11. NOTICES

Any notice required to be given hereunder shall be sufficiently given if properly addressed and sent by hand, by first class post or by facsimile transmission to, in the case of the Company, its registered office and, in the case of the Customer, its last known address and shall be deemed to have been properly served at the time when in the ordinary course of transmission it would reach its destination.

## 12. MISCELLANEOUS

- 12.1 No terms or representations express or implied other than those expressly embodied in the Agreement shall be binding upon the Company unless accepted by the Company in writing.

- 12.2 No waiver by the Company of any breach of the Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 12.4 This agreement is made for the benefit of the parties to it and (where applicable) their successors and assigns and is not intended to benefit or be enforceable by anyone else.
- 12.5 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

## SCHEDULE 1 - THE SERVICES

### A. COMPREHENSIVE SERVICE

- The Company shall during the Service Period carry out the routine service visits specified in the Acceptance during normal working hours and shall provide the Emergency Service in respect of the System and component parts detailed in Schedule 2. Any necessary repairs or replacements to the System caused by fair wear and tear will be carried out by the Company at its own expense, with the exception of equipment becoming obsolete.
- The Service Charge includes the cost of labour and materials used in the routine service visits (subject to the exclusions in clause A3).
- The Customer shall be charged separately for the cost of :-
  - materials and labour required in relation to items not listed in Schedule 2
  - materials and labour required pursuant to clause 2 of the Agreement
  - materials and labour incurred for work carried out during Emergency Service Visits
  - access control cards, personal computers and disk drives, closed circuit television vacuum tube devices, video cassette recorder record and playback heads, consumable items, replacement fire alarm cable, all batteries, extinguishing media or propellant cartridges discharged for whatever reason, testing/replacement of pressure vessels/cartridges in accordance with relevant British Standards or other legislation, full insulation tests of fire alarm wiring to BS5839 and any other specified exclusions.

### B. RESTRICTED SERVICE

- The Company shall during the Service Period carry out routine service visits specified in the Acceptance during normal working hours and shall provide the Emergency Service in respect of the System and component parts detailed in Schedule 2.
- The Service Charge shall include the costs of labour in the routine service visits (subject to the exclusions in clause B3).
- The Customer shall be charged separately for the cost of all the items listed in clause A3 above together with the cost of materials used in repair work carried out during the routine service visits.

### C. EMERGENCY SERVICE

The Company shall provide emergency service facilities in accordance with the relevant British Standard. Such facilities are available 24 hours a day under normal circumstances for the System unless excluded or modified by Schedule 2.

### D. MONITORING SERVICE

- The Company shall use all reasonable endeavours to provide the Customer, the following services:
  - The facilities for the connection of up to one or more landlines (as the Company deems appropriate) and associated equipment to monitor the System.
  - The relaying of details of visual and/or audible signals received via a speech line, broadband or ISDN to the appropriate emergency services, after attempting to verify or abort the alarm call where the local police/fire force policy permits.
  - The logging of details of all signals received.
  - The notification by telephone to the authorised representatives of the Customer at the Premises of alarm and emergency conditions, where local police/fire force policy permits.
  - The notification by telephone to the Customer of alarm and emergency conditions, if required.
  - The resetting of the alarm equipment in accordance with local police/fire force policy.
- In the event of a line or other fault within the Premises being apparent from any observation made by staff at the monitoring station in relation to any Monitoring System or termination unit relating thereto, all reasonable endeavours will be made to give notification thereof by telephone to the Customer and the landline authority (in the case of the latter where the fault appears to relate to the landlines).