

Here you can download a copy of our Terms and Conditions for:

1. Maintenance and Remote Signalling:

PLEASE SEE BELOW

2. Terms and Conditions of Business:

PLEASE SEE BELOW

To view in MS Word.....

1. Maintenance and Remote Signalling

Please read carefully and ensure you have taken the correct star cover. The cover offered is shown on renewal invoice or voucher. This we hope is a simple pay your money and get the service without all the jargon. If however you wish to discuss or clarify any point in this document call the office.

Terms and conditions are for all Audible Systems only and for Remote Systems then add extensions.

MAINTENANCE OF ALARM SYSTEMS

The company offers this agreement to maintain and service your intruder alarm system equipment only on an annual basis to the following terms and conditions. An invitation to renew invoice is sent prior to expiry of the annual term that will show the extent of the cover offered by a 'star' rating system. Please ensure that you have the correct band of cover you require or that is demanded by insurance. By paying for the cover offered you are deemed to accept the all terms as stated.

WHAT IS COVERED:

1. Regular Preventive Maintenance Checks (PMC) on the operation and condition of the system as to the requirements of prevailing (British) Standards and our BS EN ISO 9002 Quality system. PMC's are only carried out within normal weekday hours. To keep the cost to you down, NO timed appointments are available but preferred days and/or AM/PM preference may be given and we will try our best to accommodate.
2. Service requests to repair or replace any equipment failing in operation, that is installed as part of the alarm system only. Please ensure a request for service is made before 10.00am to ensure prompt attention.
3. Provision for the calling out of an engineer in an emergency being outside of normal working hours as to the prevailing standards and requirements. Plus 24/7 telephone access to our customer Helpline for resetting and any general enquiries or problems etc..
4. The unit cost of parts and spares used to repair or replace any equipment deemed to be unserviceable.
5. The cost of all call-out and labour charges incurred.
6. The loan of temporary equipment, ONLY IF AVAILABLE, to keep the system operating should any of the customers own equipment need taking out for repair or while waiting for replacement stock to be delivered.

7. The loan of any temporary detection devices needed to give cover during any work being carried out at the premises that would effect the security of the building. Subject to availability only.

WHAT IS NOT COVERED:

8. Any call carried out as a result of equipment or service failure effecting the system, that has been provided by any other parties such as the telephone line, Electricity supply or any equipment installed by others. This will also include any security lights, access systems, locks, fire sensors or cctv even if we fitted them during alarm installation unless a combined agreement has be taken out and confirmed in writing.

9. Any damage to the system by whatever or whoever that would normally be expected to be covered by customers insurance, including any damage done by the elements, either at the time ie Storm Damage or later due to rot or corrosion/rusting. Including Electrical surges from the mains supply for whatever reason.

10. The updating or upgrading of equipment for any reason.

11. Any call needed to reset the system due to customer operating error, neglect to secure the system or the premises and in connection with the requirements of the (ACPO) Police Policy on Intruder alarms with regard to the resetting of communicators.

12. This contract does not cover any faults and/or problems that occurred prior to the start date to include any problems and/or faults shown on the system log that were present prior to start date. All faults and/or problems shown on the system log must have been cleared prior to starting the cover.

13. This is a service and maintenance agreement and does not give or imply any guarantees or responsibility for the operation or the effectiveness of the system or for any loss or damage incurred as a result however caused.

14. We can NOT guarantee to keep all or part the system working if we do not have a replacement part available or for any other reason out of our control. For example If you have no Mains available to system,

15. Any service or maintenance carried out after the expiry date of the paid for period this contract as stated on renewal invoice.

16. Wireless Systems: The customer is responsible for changing the Dry Batteries in the Sensors/control RKP and Fobs. We will change them for you on a service if provided but our engineers do not carry batteries as there are so many types used.

SCHEDULE OF COVER:

This is for the audible alarm system as installed.. If you have Remote Signalling then additional conditions will apply to satisfy requirements. See separate schedule.

Maintenance cover schemes are available as follows: COVER IS STATED ON ANNUAL RENEWAL INVOICE

3 star PLEASE NOTE WE DO NOT OFFER THIS SERVICE IF YOU OBTAINED THIS SERVICE FROM SYSTEM 2 SECURITY PLEASE NOTE THAT THIS WILL HAVE TO BE REDUCED TO A 2 STAR CONTRACT AS WE DO NOT HAVE WARANTEE ON YOUR EQUIPMENT.

2 star This excludes sections 4. and 7. (ie. customer pays for all parts used)

1 star This excludes sections 1. 4. 5. 6. and 7. (for systems with comms only cover)

Systems without maintenance cover will be charged on a time and parts basis for all calls made even if the fault is not detected on a previous visit. No after hours calls are made unless the system is causing a nuisance. Response time to calls is normally within same day but can not be guaranteed as priority is given to contract customers over all other work.

This cover is only validated upon payment in advance of the contract cost and expires on the last day of the month shown on the renewal invoice irrespective of any outstanding PM visits. No refund is offered on contracts cancelled part term.

The customer is deemed to agree to the above terms upon payment.

Details of any additions covered other than intruder alarm as stated.

- (1) Communicator (only if fitted). See terms and conditions relating to Remote Monitoring

COMMUNICATOR AGREEMENT

Data Protection: We do not sell our customer list nor do we pass on any of your data or details without your permission to 3rd parties. Registration # Z8912469 .

<customers details and level of cover goes here>

Updated so to be available in pdf format 02/09

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COMMUNICATOR AGREEMENT:

Redcare/Dual Comm/ Digital Communicators to an ARC only

This agreement is made between Spansec Security and the named customer, using our communicator and the services of our alarm monitoring service centre that supply the monitoring of the communicator under contract. By having the system installed the customer agrees to the terms and conditions within.

The communicator is deemed to be the communication board (modem) fitted to the control panel and the interface (if any) from the panel output stage to the B.T. block as supplied, including any triggering device and the communicator's power supply. This does not include any Auto diallers. Eg: SD1 unless integral.

The ownership of all the equipment fitted that is deemed to be the said Communicator is and shall remain at all times the property of Spansec . The customer will return the equipment or the cost of replacement at no more than its value of £250.00 following the termination of this contract.

Spansec will provide service and maintenance of the communicator in line with all current BS EN requirements, to include the routine testing and engineer resetting of the communicator whether asked for by Central Station, Police or by the customer. The customer agrees that this does not give or imply a guarantee that the equipment can not fail to operate for whatever reason.

Spansec acts as agents only, and will not accept any responsibility for the actions of the Central Station that provides a monitoring service, to respond to calls from the communicator in line with the new Police Policy, subject to continued acceptance of the system conforming to all aspects of the Police Policy and the under mentioned terms and conditions of use.

By ordering the system the customer agrees to be totally responsible for the following...

(a) All charges and rental costs made by British Telecom, whether direct or via the alarm Service. To include the supply and rental of a terminal block if fitted.

(b) All charges made by Spansec in connection with any service calls that are made when the fault is attributed to

The telephone connection or BT. Equipment.

All monitoring costs and charges made by the monitoring company in advance of service and all administrative costs charged in connection with the update of notifications Keyholder changes to Central Station and the Police to comply with any policy in force now or in the future.

Payment to Spansec for any maintenance calls and or repairs to the equipment if not covered by a system maintenance agreement. If a maintenance agreement is in force, all benefits and terms within that agreement shall apply.

All calls for service and problems inc filter fitting due to conflicts with Internet or similar conflicts.

All charges made in respect of any physical or electrical damage to the equipment however caused. This will include all storm related damage that should be covered by insurance.

(c) The customer will give 30 days notice of termination of this contract and it will be deemed cancelled on removal by us of our equipment. The customer agrees to maintain payments to this date.

(d) The customer will notify the company in good time of any changes in Keyholder to allow us to relay the information as is required. The Central Station is now responsible for calling Keyholder and we maintain the list for their information and that of the Police. All Keyholder must conform to the Police requirements.

(e) Spansec will not pay any monitoring charges to the Central Station until all payments for monitoring and maintenance have been made by the customer and this is accepted that as a result of late payment, response to the system WILL be withdrawn without notice on date of expiry. There is a reconnection charge following disconnection.

(f) Spansec is deemed to accept no responsibility whatsoever for the actions or otherwise of any service given by the Central Station, British Telecom or their agents or the failure of the system to communicate a alarm signal for whatever reason.

(g) By having the connection made the customer, is deemed to agree along with Spansec, to comply fully with the above and any requirements, either now or in the future, made by the Police or a Central Station update that may be required to continue this form of monitoring the Alarm System.

(f) Spansec is deemed not to be responsible for the setting, programming or operation of any Auto Dial Unit that does not call our ARC but calls a customers number. This is deemed to be solely a customer operation.

updated for pdf 07/2009

2. TERMS AND CONDITIONS OF BUSINESS

1 DEFINITIONS

"**THE COMPANY**" is Spansec Security Ltd being the organisation responsible for the design, installation, maintenance and/or monitoring of the installation which is the subject of this Contract, sometimes referred to as "our" or "we" in these Terms and Conditions.

"**THE CUSTOMER**" is the person or organisation, sometimes referred to as "you" or "your" in these Terms and Conditions.

"**THE PREMISES**" are the Premises set out in the Specification.

"**THE INSTALLATION**" is the installed system defined in the Specification.

"INSTALLATION STANDARD" is the standard to which the equipment is to be installed and/or maintained, together with any other formal requirements stipulated as a condition of the regulatory body by which the Company is approved.

"CONTRACT" means the Quotation, Specification, Maintenance and Acceptance together with these Terms and Conditions.

"SPECIFICATION" means the design specification which defines the level of protection, surveillance or access afforded by the security Installation. It is an integral part of this Contract.

"QUOTATION" means the proposed price for the equipment, its installation and/or maintenance and monitoring as itemised in this Contract.

"ALARM RECEIVING CENTRE" means a continuously manned remote centre to which alarm activations and/or video data are signalled and passed to the relevant response authority (eg police, fire brigade, keyholder).

"HANDOVER DATE" means the date on which the audible Installation is completed (notwithstanding that connection of any remote signalling is outstanding) and the customer have been given use of the system.

"PREVENTATIVE MAINTENANCE" means the routine inspection of the Installation to verify that it continues to function in accordance with its Specification and to identify and rectify any items found faulty, worn or in need of scheduled replacement.

"CORRECTIVE MAINTENANCE" means the investigation and repair of faults reported by the Customer, including false alarms from intruder alarm systems.

2 GENERAL

The customer is deemed to Fully Accept this Contract unless any variation is agreed and confirmed in writing from the company, this includes acceptance of these Terms and Conditions along with any other requirements defined in the Specification. For the purposes of interpretation, where the requirements of the Specification conflict with any clauses of these Terms and Conditions, the Specification requirements shall take precedence. All other terms and conditions not contained in or implied by the Contract are excluded. Nothing in these Terms and Conditions, either stated or implied, shall detract from the Customer's statutory rights.

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3 COSTS

- i) The quoted costs may be revised if:
 - a) you want the work carried out more urgently than agreed, or
 - b) you change the Specification, or
 - c) your Premises are in some way unsuitable for the equipment and this was not apparent from our original survey or there are circumstances about which we should have been made aware, or
 - d) there are any other special circumstances we were not aware of when supplying our original quotation.
- ii) All telephone line installation, rental and call charges are the responsibility of the Customer.
- iii) Payment is due in full for the audible alarm system upon completion. This is deemed as the time the system is handed over to the customer for use as is irrespective if it is connected to our ARC or not. Any invoice or part of an invoice for an amount remaining to cover ARC charges or signalling will be payable in advance of connection date. We may charge you interest at the rate of 16% per year over the base rate of Barclays

Bank plc from the due date until the date we receive payment. You agree to take reasonable care of the Equipment on our behalf until you have paid for it.

- iv) If our labour or material costs increase after twelve months, we may give you two months' notice of any increase in our annual maintenance charges.
- v) Installation work is normally carried out during usual working hours of 9.00am to 6.00pm Monday to Friday except statutory holidays. Requests made by the Customer to install outside these hours may incur additional charges. See 3(i) above.
- vi) Unless otherwise agreed in writing, the Quotation does not include additional work such as redecoration, carpet laying or building work, although we will take all reasonable care of your premises. Additional charges may be made if our engineers are not provided with access to doors, shutters, windows or any other areas where cables and equipment needs to be installed.
- vii) Any equipment forming part of the installation which is not sold to the Customer, such as signalling equipment or firmware, shall remain the property of the Company and will be maintained and/or replaced at the Company's expense unless such failure was attributed to any of the causes given in 7 (i). Any equipment which remains the property of the Company shall be defined in the system Specification. We reserve the right to recover such equipment on termination of the maintenance contract.

4 COMPANY'S OBLIGATIONS

- i) We agree to complete the installation and hand it over in good working order conforming to the Installation Standard declared in the Specification. We will always seek your agreement should changes to the specification be required during installation.
- ii) When we commission the Installation, we will train you in its operation. When you are satisfied with the Installation, we will give you a Certificate of Conformity when the Equipment has been paid for in full.
- iii) We agree that, if any of the Equipment or our workmanship is faulty in the first twelve months, it will be repaired or replaced at our expense, excluding out of hours call-out, provided you let us know as soon as the fault occurs.
- iv) The annual maintenance and remote monitoring facilities commence upon completion and handover of the installation and continue from year to year upon payment of charges presented until cancelled in writing giving not less than two months' notice.

5 CUSTOMER'S OBLIGATIONS

- i) You agree to give us and our workers full access to your Premises to survey, measure, install, test and service the Equipment. You also agree to provide an adequate electricity supply for the Equipment to operate correctly. If our work is interrupted or delayed because of a problem with access, or the electricity supply is inadequate, we may make an extra charge. We are not liable if completion is delayed due to the unavailability of signalling transmission facilities or other circumstances beyond our control. By ordering the installation with us, you guarantee that you have full authority to allow the installation and no other consent is needed.

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- ii) You must not interfere with, or allow anyone else to interfere with, adjust, service or attempt to repair or reset the Equipment at any time.
- iii) If the Equipment activates to the Alarm Receiving Centre, you need to let us know as soon as possible. If the Equipment needs to be reset, we may charge you at our usual rates then in force.
- iv) You will need to let us know in advance if any third party intends to carry out work on the telephone lines within your premises, as this may affect the Equipment's effectiveness.
- v) The Equipment does not belong to you until it has been paid for in full. If you do not pay the balance of the installation charge when it is due, we have the right to remove the Equipment from your Premises without notice. By entering the Contract with us, you irrevocably authorise us to enter your Premises to remove the Equipment if payment remains outstanding.
- vi) If you cancel our Contract less than four days before installation, we may charge you for any equipment we have bought for your Premises and make a reasonable charge for damages for breach of contract.

- vii) If the Equipment is connected to an Alarm Receiving Centre, it is your responsibility to make sure that the telephone line is working properly and the account correctly maintained.
- viii) You need to notify us of any change in the layout of your Premises, as this may affect the effectiveness of the Equipment to detect movement or intrusion.
- ix) You agree to permit the Company's staff and representatives of its regulatory body (only whilst accompanied by the Company's staff) access to the installation for the purposes of maintenance or inspection.

6 MAINTENANCE, SERVICE AND MONITORING (a separate published document fully explains exact definitions and terms and is issued with maintenance / monitoring contract)

- i) In return for payment of the maintenance charge, the Company will maintain the Installation in accordance with the installation standard and respond to your emergency calls for assistance. If your Equipment is installed to BS4737 (or its successor,) our response to emergency calls will be within four hours of your request, or before the Equipment needs to be set, unless mutually agreed otherwise.
- ii) If we have to attend the Premises, or repair the Equipment between routine maintenance visits, we will make a charge at our usual rates unless the work is covered by Clause 4 (iii).
- iii) The annual maintenance charge does not include charges for replacement parts or batteries, which will be charged in addition to the annual charge.
- iv) Where the installation is monitored by an Alarm Receiving Centre for direct response by emergency services (eg police or fire brigade), it shall be a condition of such monitoring that an annual contract for Routine Maintenance exists between the Customer and the Company. Routine maintenance visits shall be undertaken by the Company as defined in the Installation Standard or this Contract.

7 LIABILITY

The Company does not know, and shall not be deemed to know, the true value of the Customer's property or premises and is not the insurer thereof.

- i) The Company shall not be liable for the costs of any work, repairs or replacement of Equipment which results from fire, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.
- ii) The Company has provided limited insurance cover for itself with indemnity for claims made against it in respect of accident, injury, loss or damage. A copy of the relevant insurance schedule is available to the Customer upon request.
- iii) Although the Installation is designed to detect or deter intrusion and reduce the risk of loss or damage, the Company does not represent or warrant that the installation may not be neutralised, circumvented or otherwise rendered ineffective by unauthorised persons and in such event the Company shall not be liable for any loss or damage suffered by the Customer or other unauthorised persons. The Company accepts no liability for claims falling outside the ambit of the indemnity referred to in Clause

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- 7 (ii) above and the Customer is advised to arrange sufficient insurance cover in respect of claims arising due to injury, loss or damage howsoever caused.
- v) Like all electronic equipment, the system could fail in rare and exceptional circumstances and the Company cannot guarantee that it will be operational at any specific time or for any specific period. The Company will explain what regular tests can be performed to verify that detection equipment is operational between routine maintenance visits carried out by the Company.
- vi) The terms and conditions given in this contract do not affect your rights under the Sale of Goods Act or Unfair Contract Terms Act.

8 TERMINATION

- i) Either the Customer or the Company can terminate the Contract by giving not less than two months' written notice. If you wish to terminate the Contract with less than two months' notice, the Company reserves the right to charge the next year's costs of any monitoring charges if these have already been paid in advance by the Company on your behalf.
- ii) The Company may terminate this Contract should the Customer breach any of its conditions or if the Customer is in arrears with any payments due for a period in excess of 30 days. This will not prejudice the Company's right to reclaim the payment outstanding. In such circumstances, seven days notice of cessation of any remote monitoring will be given by the Company.
- iii) In the event that the maintenance contract is terminated, the Company shall be provided with access to recover any equipment and/or firmware which did not belong to the Customer but was rented from the Company.
- iv) The Company reserves the right to remove logos, nameplates, motifs or any other Company identity from the Equipment.

9 FORCE MAJEURE

Any failure by the Company to fulfil any of its obligations under the terms of this Contract due to reasons beyond its control shall not be considered a breach of this Contract.

10 APPLICABLE LAW

This Contract is governed by the laws of England and Wales, Scotland or Northern Ireland as the case may be and each party submits to the jurisdiction of the courts thereof.