



SERVICE AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS

In these terms and conditions, unless the context otherwise so requires, the following words and terms shall have the following meanings:-

“The Company”: This is “R Electrical Solutions” and includes its directors, employees, agents and contractors.

“System”: Any piece of equipment or service provided by the company and (where the context so admits) any part or replacement part thereof.

“Client”: the person, persons, firm, or company named in the quotation/specification. In the case of two individuals these will be responsible jointly and individually for any payment, debts or charges so arising. In the case of a firm or company, the firm/company and the authorising individual will be responsible jointly and severally for any payments, debts or charges so arising.

“Installation Date”: the date when the installation of the System was commenced by The Company.

“Takeover Date”: the date when the previously installed system was commenced by The Company.

“Services”: the Monitoring and Maintenance Services provided by The Company to the Client under the Agreement.

“Normal Working Hours”: 8am to 4pm Monday to Friday inclusive, excluding Public Holidays.

“Premises”: the premises at which the System is installed.

“Price”: the price for the Client’s System.

2. SALE AND PURCHASE OF THE CLIENT’S SYSTEM

2.1 Delivery of the System shall be made by The Company on the Installation Date. The System shall be at the risk of the Client from the time of its arrival at the premises.

2.2 Notwithstanding delivery and the passing of risk to the Client, the System shall not pass to the Client until the Full Purchase Price has been received by the Company.

2.3 Until such time as title in the System has passed to the Client:

2.3.1 The client shall hold the System on trust for the Company and shall not sell but shall keep the same properly protected and insured;



2.3.2 The Company (without prejudice to its other rights and remedies) shall have the right to recover all costs associated with quoting, supplying and installing the System;

2.3.3 If the System is destroyed by an insurable risk the Client shall hold the proceeds of the insurance (limited only to the amounts referred to in Clause 2.3 hereof) on trust for The Company.

2.4 Providing the system and the monitoring fees have been paid for in full, and subject article 4.3.3 below, the company guarantees all the equipment and wiring installed by the company. [This guarantee excludes without conditions any existing equipment or wiring]

3. INSTALLATION

3.1 Installation is agreed by The Company on the basis that the Client will allow full and free access to the Premises during Normal Working Hours [within thirty days from the date of dispatch of this Agreement to the Client]; if such access is not available The Company reserves the right to increase the Price.

3.2 The installation will be deemed complete by the handing of the control code to the Client notwithstanding any work remaining to be carried out by the Client, its servants, agents, sub-contractors and/or any statutory undertaker and The Company's certificate as to the Installation Date shall be conclusive evidence thereof.

3.3 The Company will use all reasonable endeavours to complete installation of the System within 10 days of the completion date or time specified is (unless agreed otherwise by The Company in writing) This is an estimate only and late delivery or performances shall not entitle the Client to reject the System or any part of it, terminate this Agreement, withhold any part, any claim damages or any other remedies.

3.4 The Client shall obtain and pay for all necessary consents for installation and operation of the System.

3.5 The Client is responsible for ensuring that the Premises are suitable and are made ready for installation and operation of the System and accepts full responsibility for any damage caused by an engineer drilling, nailing or screwing into sub-surface wires, pipes or other fittings that have not previously been identified. The Company shall not be liable for the cost of any redecoration repair or re-installment of the Premises or of the damage arising from installation, operation, maintenance or repair of the Systems 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. In the case of negligence, The Company is solely responsible for the decisions in making good any redecoration, repair or re-installment using The Company's resources and is limited to the value of the equipment installation cost [see clause 7.5].

3.6. In the event of a digital communicator or similar system being installed The Company will connect its system via a telephone point to the telephone companies line or network providing the



client accepts full responsibility for obtaining any necessary permissions and for ensuring that the telephone companies cables are secured from outside interference.

3.8 Once the Client has accepted and used the system for a period exceeding 24 hours this shall constitute the Client's acceptance of the System and its installation.

4. SERVICES

4.1. MONITORING – Provided that the agreed fee has been paid, that the system and the communication links are in good working order and are regularly maintained, The Company agrees to provide the client with 24 hour monitoring of their alarm facility and will action a response commensurate with the type of system installed and type of alarm signalled.

4.1.1 The company will provide routine checking of the monitoring system at intervals agreed by the client. [Unless otherwise agreed in writing these will be every 30 days for low risk properties (normally domestic properties) and 7 days for high risk properties (normally commercial properties)].

4.1.2 It is the client's responsibility to ensure that the communication connections are operational by activating the alarm –

1. a) After any work/alterations to the client's communication system
2. b) After any work/alterations to the property that may have effected electrics or alarm wiring
3. c) At least once every 3 months

4.1.3 It is the client's responsibility to pay the communication link supplier for all test and check calls and for all other monitored communication transmitted signals and to immediately report any communication failures to the company by phone & email.

4.1.4 It is the client's responsibility to make sure that the quality of communications link (e.g. the telephone line or internet connection) is of sufficient quality to allow effective communication between the client's property and the company's monitoring station.

4.1.5. The company does not refund monitoring fees in the event of a client's communications failing, but will take immediate remedial action once notified of such a failure. Normal charges will apply in such an event.

4.2. MAINTENANCE – When a maintenance agreement is in force, the company will check the system routinely as set out in the annual service agreement. This will either be remotely via the monitoring system or by an Engineer visit if deemed necessary and mutually agreed. All visits are to be paid for at The Company's standard published rates at the time of the visit. Providing the client grants unhindered access to the property at any time, the Company will make a site visit to the Premises during Normal Working Hours to perform Maintenance Services as follows and as necessary:



4.2.1 A general inspection and testing of the System in accordance with the Company's current procedures.

4.2.2 The repairing or replacing of parts made necessary by normal wear and tear

(Charges for labour and parts will be subject to the type of maintenance agreement in force at the time)

4.3 NOTE – The Maintenance Services do not include (without limitation);

4.3.1 Modifications or additions to the System;

4.3.2 The cost of labour or parts after the guarantee period has expired. [Normally a maximum of 1 year]

4.3.3 The cost of replacement parts and consumables arising from defects resulting from the misuse, neglect, or accidents to the System or failure to follow the instructions or advice of The Company or the manufacturer of the System, or of deliberate damage or sabotage by any party including an intruder.

4.4. The Company will provide a 24-hour emergency response facility and, subject to practical availability, distance, conditions and the level of the emergency will normally supply an engineer within a reasonable period for emergencies.

5. PAYMENTS

5.1 The Client shall pay in full on or before the day of completion unless agreed otherwise in writing. Where applicable, rental and monitoring payments will commence from the day of installation.

5.2 The Company reserves the right to make an additional charge or charges in accordance with its charge rates from time to time in force for parts, consumables and services providing that the Client has received prior warning (verbal or in writing) of these charges.

5.3 The Client agrees to pay for a minimum period for monitoring and maintenance from the date of installation. This period is defined by the type of contract as agreed and annotated on the Client's account. The Client will continue paying for these services indefinitely until termination is requested. Such termination instructions must be in writing and must be at least 1 month in advance of the termination date required. The Client agrees to continue paying monitoring and maintenance payments for this period and to pay a one off disconnection fee payable at the maintained callout rate in force at the time of disconnection.

5.4 The Company reserves the right to increase the Maintenance or Monitoring Fee at any time [after the first anniversary of the Installation Date] by giving written notice of not less than twenty-eight days before the next payment is due.

5.5 RESERVED



5.6 All sums due to The Company which are not paid on the due date without prejudice to The Company's rights and remedies may be subject to additional costs.

5.7 All sums payable to The Company shall be paid by the Client by cheque, cash, and bank transfer or debit/credit card and without any deduction, set off or counter-claim. In the case of credit cards the client will pay the additional handling and service fees incurred by The Company

5.8 If any sum is not paid on the due date the Client shall be deemed to be in breach of contract and from that date, regardless of whether payment is subsequently received, The Company shall not be bound to perform any of its obligations under this agreement.

6. THE CLIENT'S OBLIGATIONS

6.1 To ensure that the system remains covered by The Company's warranty, the Client must at all times:

6.1.1 Keep and use the System in a suitable environment with proper power and other supplies and in accordance with the instructions and advice of The Company and of the manufacturer of the equipment;

6.1.2. Keep and operate the System in a proper and prudent manner and ensure that it is operated and handled only by properly qualified and competent persons;

6.1.3. Not move or make any addition, modification or adjustment to the System without The Company's prior written consent;

6.1.4 Check the System regularly as stipulated in paragraph 4.1.2, and notify The Company immediately of any defect in the System and of any repairs which appear to be necessary;

6.1.5 make available to The Company on request access to the System and facilities for the inspection testing and maintenance of the System and co-operate fully with The Company to enable The Company to perform the Maintenance services;

6.1.6 Ensure that the telephone system is fully operational and protected against outside interference

6.1.7 Notify the Company immediately in writing of any agreement to dispose of the Premises or any part thereof or any interest in them and of the name and address of the person to whom such disposal is to be made;

6.1.8 Notify the Company of any proposed alterations to the Premises or to the telephone installation or of any other act matter or thing capable of affecting the System;



6.1.9 Not sell, assign, mortgage, hire, or otherwise dispose of or part with possession of the Company's System or purport to do so;

6.1.10 take all necessary steps at its own expense to retain and recover possession and control any part of The Company's System of which the Client loses possession or control;

6.1.11 notify The Company of any change in the Client's telephone system or address and upon request by The Company inform The Company of the whereabouts of The Company's System;

6.1.12 not use or permit the System to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law.

7. LIMITATIONS AND EXCLUSIONS

7.1 The Company is not an insurer and its prices and charges are not related to the value of the Client's premises or other property at risk and in entering into this Agreement the Client agrees that it is his/her responsibility to ensure that it has adequate insurance cover of all its premises and other property, employees and persons which it requires or is required to protect.

7.2 The System may only reduce the risk of loss or damage to property and injury to persons to the extent that this is reasonable and practicable and The Company does not sell the Client's System or Services, subject to any condition or warranty expressed, implied or statutory in connection with the fitness of the System to prevent loss or damage. Any conditions and warranties are hereby expressly excluded in so far as permitted by statute and (save for The Company's liability for death or personal injury caused by the negligence of The Company its employees or agents) The Company shall not be responsible for any liability claim, loss, damage or expense of any kind or nature caused directly or indirectly by the System or its use.

7.3 The Company shall use its reasonable endeavours to keep the System in an efficient operating condition but shall have no liability whatsoever for any loss or damage of any kind arising from any stoppage, breakdown or failure of the System howsoever caused.

7.4 The Company is not responsible for the cost of rectification of any damage or for any losses caused as a result of the System being moved, modified, altered, serviced, repaired or handled by any other person, firm or company.

7.5 Without prejudice to the generality of the foregoing clauses the liability of The Company for any claim loss damage or expense shall be limited to the aggregate of the amount paid by the Client for the system.

8. INDEMNITY



8.1 The Client shall have sole responsibility for and shall indemnify The Company against all claims, demands, liabilities, losses, damages, procedures, costs and expenses which may be brought against or incurred by The Company as a further result of:

8.1.1 Any accident involving the System (other than death or personal injury resulting directly from the negligence of The Company, its employees or agents);

8.1.2 Any break or default on the part of the Client and a discharge of its obligations under this agreement;

9. GUARANTEES

9.1. All new Equipment supplied and installed by The Company is guaranteed for parts and labour for 1 calendar year from the date of installation providing the Client has not contravened The Company's terms and conditions