

# Terms and Conditions Of Trading

## Definitions

'**Agreement**' means the Offer of Sale, specification document, price document, acceptance document together with these Terms and Conditions of Trading which constitute the agreement between the Company and the Customer or the subscriber.

'**Company**' means iView cameras Security Group.

'**Security System**' means any equipment, security system or work described in the Offer of Sale and equipment, security systems or work carried out from time to time on behalf of the customer or to a third party under the order of the customer.

'**Completion Date**' means the date when the work instructed by the customer to be carried out has been completed by the Company, and signified by the issue of a Completion Certificate which shall be conclusive evidence. In the case of "supply only" this means the date on which any materials are delivered to the customer.

'**Normal Working Hours**' means the hours of 9:00am to 5:00pm Monday to Friday (subject to alteration by the Company) except for Public and National Holidays.

'**Customer**' means client, subscriber, organisation, limited company, corporation, sole proprietor or proprietors(s), partnership who agree to use the security services offered by the company or anyone who agrees to the following terms of trading and instructs the company to carry out work on their behalf or to a third party.

'**Monitoring**' means the provision of remote monitoring services provided by the alarm receiving centre which is called First County Monitoring.

'**Leased Systems**' means an arrangement between the customer and the leasing agent.

## General

These Terms and Conditions of Trading refer to the outright sale of goods and services to the customer. Where the company makes arrangements to provide the customer with a lease facility these terms and conditions may be varied and customers must make reference to the leasing agent's terms and conditions.

## Agreement Acceptance

The following Terms and Conditions of Trading set down the conditions by which the Company will provide goods and services for the provision of security services to the customer or to any third party on behalf of the customer. By accepting these terms and Conditions the parties agree to be bound by this agreement. Where the customer issues an instruction to proceed with the offer of work and fails to return a signed copy of the sales agreement acceptance document within 5 working days from the commencement of work the customer shall be deemed to have agreed to be bound by the Terms and Conditions of Trading as agreed herein.

## Price Quotation

All estimates are valid for a period of 90 days – otherwise prices are subject to those ruling on date of delivery. All estimates are based on normal working hours. Prices quoted do not include re-decoration or relaying of carpets or any other work other than that stated within the sales agreement.

## **Access**

Access to customer's premises will be made available to the Company's employees engaged on the security system at times during normal working hours. Visits will be by appointment. If the Company is prevented from completing all such work during normal working hours then the Company reserves the right to make a charge for any additional cost involved.

## **Notification of Faults**

The customer must notify the Company immediately of a fault occurring with the security system and the Company will repair such fault as soon as possible after receiving notification subject to the terms of any warranty or maintenance contract in force at the time of the reported fault. The customer shall pay for the cost of such repairs, call out or labour charges subject to any maintenance agreement which may be in force at that time.

## **Third Party Costs**

The customer shall be responsible for any charges raised by the Police, Fire Authority, network provider or any other third party involved in providing support services to the subscriber resulting from the security system.

## **Changes to agreed Specifications/Delays**

The cost of any variation, changes to agreed specifications or additional work required by the customer will only be carried out following written agreement between the parties. Any costs incurred by the company resulting from delays to complete a security system caused by the customer, contractor or sub-contractor engaged by or on behalf of the customer then the Company reserves the right to make an additional charge for the additional time.

## **Alterations**

The customer shall not alter or move from its original position, or allow such alteration or removal, any part of the equipment that constitutes the security system, or any part thereof without notifying the company in writing. The customer will not permit without the company's permission any person or organisation access to interfere, adjust or tamper with the security system at any time. Any such alteration or removal, interference or tamper will invalidate all warranty on the security system.

## **Maintenance**

The Company will make available to the customer the offer of a maintenance contract where the Company will provide a 24 hour maintenance service in accordance with the agreed schedules of maintenance.

Where a valid contract of maintenance is in force the company shall carry out periodic maintenance visits to the security system and test the same in accordance with the relevant British Standards requirements.

## **Monitoring**

In the event of an alarm signal being received, the Company shall use its reasonable endeavors and alarm verification capabilities to take such reporting action as may be deemed necessary to action the signal in accordance with agreed procedures.

In the event of Police response being withdrawn any activation received will only be passed to key holders until notified in writing by the customer of the restoration of police response.

The customer shall at all times and without delay advise the Company in writing of any changes in any information including key holders, codes or duress words/numbers and shall pay all costs and charges that may be incurred by the company in effecting any such changes.

This Agreement may be terminated forthwith by the Company if at any time the Company shall be unable to secure or retain the connections or privileges necessary for transmission of signals between the customer's premises, the Central Alarm Monitoring Station, the Police or other appropriate Authorities and such termination shall not give rise to any claim by the customer against the Company for any losses resulting from such termination.

This Agreement shall be terminated forthwith without notice if either the Central Alarm Monitoring Station apparatus of the Company or the connections are destroyed by fire or other catastrophic failure or so substantially damaged that the Company is unable to continue its service to the customer.

The customer shall give authority to the Company to operate a policy of alarm signal filtering and shall indemnify the company and the Central Alarm Monitoring Station (ARC) for any loss which may occur as a result of the company's actions in the filtering of alarm calls. The customer's attention is drawn to the paragraphs covering limits of liability shown below. Security system monitoring services will be provided in accordance with the First County Monitoring terms and condition of monitoring.

### **Terms of Payment**

All payments are due immediately on delivery of goods or completion of the security system and until such time as full payments are received by the company from the customer the equipment shall remain the property of the company. No credit terms are authorised to any customer unless specifically agreed in writing by the company. Annual maintenance and monitoring premiums are due on each anniversary of the completion date of the security system. If any payment due Or part thereof is more than 14 days in arrears from the date of invoice then the company shall not be bound to perform any of its obligations hereunder.

### **Delivery and Installation**

The company will Endeavour to deliver and/or complete security systems as soon after receipt of an order as possible but cannot accept any responsibility or liability whatsoever for any claim arising in connection with any delay in delivery or completion howsoever caused.

### **Guarantee**

During the period of 12 months following the date of delivery or completion the company undertakes to replace free of charge any faulty or defective equipment fitted by the company but only in so far as such fault or defect arises from faulty materials or workmanship. No other guarantee, condition or warranty shall be incorporated or implied herein unless specifically agreed in writing by the Company. Specifically, but without prejudice to the generality of the foregoing, where the equipment purchased or security system is normally the subject of a maintenance contract and the customer does not have a current maintenance contract the Company shall not be liable for any claim whatsoever arising from failure of the equipment or security system in any way and the customer shall indemnify the company against any such losses arising from the same.

For reasons of clarity the security system will be deemed to be completed when the Company's engineer commission the system for local audible use or issues a Completion Certificate. The customer shall not be entitled to assume that the system is fully operational or capable of providing full protection as designed until receipt of the Completion Certificates and payment for the system has been made in full to the company.

All equipment is subject to the manufacturer's variance and tolerance, details of which will be supplied to the customer on written request. The Company will not be liable for any loss or damage arising as a result of variations in the manufacturers or Company's specifications or any technical data supplied.

Where the customer claims that equipment or the security system does not comply with the Agreement for Sale this must be made in writing to the Company within 14 days of the receipt of the issue of the completion certificate otherwise no claim will subsist and the equipment or security system will be deemed to be in all respects in compliance with the Agreement. The Company assumes no responsibility for any change in specifications requested by a customer unless the

Company confirms such change in writing; any price variation resulting from such change will become effective immediately upon acceptance of such change.

The Company reserves the right to make changes in the design of equipment or add to or improve or change equipment in order to comply with current standards or availability of equipment.

Where the equipment is sold under a Consumer transaction nothing in this Agreement shall alter or in any way affect the statutory rights of the Consumer.

### **Cancellation**

Once accepted the Agreement of Sale can only be cancelled within 7 days of the signing of the Agreement. Where the customer cancels the agreement outside this period a 2% charge against the total cost of the agreed sale shall become payable by the customer. No refunds for any unused portion of any maintenance or monitoring period will become payable by the company where the customer cancels any maintenance or monitoring agreement.

### **Limits of Liability**

The following provisions set out the entire liability of the company, its servants or agents to the customer or any third party in respect of any breach of its contractual obligations or failure to perform under this agreement and any representation, statement, tortuous act or omission including negligence arising from or in connection with this agreement. Any such act shall for the purpose of this Clause be known as an event of default:-

### **THE CUSTOMERS ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE.**

#### **The Company's liability to the customer shall not be limited for:**

- a) Death or personal injury resulting from its own, or that of its employees, servants or Agent's negligence:
- b) Breach on the part of the Company of any condition or warranty as to title implied by the Sale of Goods Act 1979. The Supply of Goods and Services Act 1982.

Subject to the provisions of Clause 1 above the Company's entire liability in respect of any act or default shall be limited to £10,000 or 10 times the annual maintenance charge, whichever is the less.

Subject to Clause 1 above the Company shall not be liable to the customer in respect of any event of default for loss of profits, goodwill or any type of special indirect or consequential loss even if such loss was foreseeable by the company and/or the company had been advised of the possibility of the customer incurring the same. Nothing in this Clause shall confer any right of remedy upon the customer to which it would not otherwise be legally entitled.

The systems supplied and the service offered by the Company are designed and intended to minimise the risk to the customer of suffering loss or damage for which it has been specified but no guarantee can be given that the system will detect, activate, or report correctly at all times and under all conditions. The Company is not an insurance company and has no way of knowing the value of any risk which is only known to the customer.

Consequently because of the potential extent of any claim that could otherwise be made against the company under the agreement arising from a failure of the security system or from some act of negligence on the part of the company, its employees or its agents in comparison with the sum payable by the customer for the services provided, the Company places a limit on its liability as stated above in Paragraph 2.

The customer shall have sole responsibility to comprehensively and adequately insure the property in which the security system is applied, its contents and persons using the same, against "all risks". and thereby agrees to indemnify the company against any such losses in excess of Paragraph 2.

### **Rights of Third Parties**

The provision and rights given by the Contracts (Rights of Third Parties) Act 1999 do not apply to this Agreement.

### **Consents/ Way leaves**

Where applicable the customer shall be responsible for obtaining and paying for all consents and way leaves that may be necessary to install the security system to the requirements of the customer and this agreement.

### **Electrical Supplies**

The customer shall supply and fit at its own expense a suitable mains power supply which complies with the current Institute of Electrical Engineers Rules & Regulations for use by the security system.

### **Leased Systems**

Where the company makes arrangements to provide the customer with a leasing facility the terms and conditions of this agreement may be varied in consideration of the terms and conditions of the leasing agent. It shall be the customer's sole responsibility to ensure any leasing agreements meets with their requirements and the company accepts no responsibility for any agreements between the customer and the leasing agent.

### **Right of Assignment**

The Company shall be entitled to assign all or any of its rights under this agreement and to perform any of its obligations through sub-contractors. The customer's rights under this agreement are not assignable or transferable without the prior written consent of the company.

### **Retention of Title**

Until such time as the customer or leasing agent has paid all sums due to the company under this agreement, title to the system shall remain with the company. Without prejudice to any other rights which the company may have, the company may repossess, re-sell or trace any equipment or the proceeds of sale in the customers hands or in the hands of any trustee in bankruptcy, liquidator or receiver at any time after any payment has become due or immediately upon or after the commencement of any proceedings involving the customer. For such purpose the company's servants or agents may apply to enter the premises of the customer or his third party where the company has reason to believe any such goods are. In the case where the customer is a limited company the director(s) and/or controlling shareholder agrees by acceptance of this sales agreement, to provide a personal guarantee to the company against the value of the goods or services covered by this agreement and agree to indemnify the company against any losses resulting from the customer becoming bankrupt, entering liquidation or ceasing to trade.

### **Force Majeure**

If either party is hindered or prevented from carrying out this agreement by reason of any cause proved to be beyond its control, and in particular (but without prejudice to the generality of the foregoing) by industrial action at its own works, war, insurrection, riot, government action, natural disaster, fire, flood, explosion, earthquake or Act of God, then both party's obligations under this agreement shall be suspended until such cause has ceased to operate.

### **Termination for Breach of Agreement**

If the customer shall commit any breach of this agreement or any payment shall be in arrears the company may forthwith by notice in writing to the customer determine this agreement without

prejudice to its right to recover any sum due hereunder through legal action and the company shall thereupon at its discretion be entitled to terminate any other agreement that may exist with the customer.

### **Variations**

No terms, representations, additions or variations other than those embodied in this agreement shall be binding upon the company unless accepted by the company in writing. Any terms or conditions contained in a customer's order shall only be binding upon the company in so far as they are not inconsistent with these conditions and do not remove any of the company's rights under this agreement.

The agreement shall be constructed in accordance with the Laws of England.

**These terms and conditions are revised and issued January 1st 2009 and supersede all previously issued terms and conditions of trading.**