

## Red Alert

These Terms and Conditions are to be read in conjunction with the  
Quotation Price document (which include Specification and Maintenance details)  
- 'The Contract'

### 1. Definitions, etc

- i. The 'Installation' means that system and items of associated equipment described in the specification and quotation which is the subject of the Contract.
- ii. 'Red Alert' means Red Alert, 3 The courtyard, Orbital Park, Ashford, Kent, TN24 0SY
- iii. 'Preventative Maintenance' means inspection, testing and adjustment of the installation to confirm satisfactory operation or to identify any faulty items or processes to the Customer.
- iv. 'Corrective Maintenance' means the diagnosis and repair of faults and defects including defects discovered during Preventative Maintenance work or as a result of an emergency call-out.
- v. The 'Quotation Price' is that price accepted by the Customer in the Quotation Acceptance and not subject to revision except by agreement in writing of both parties.
- vi. The 'Maintenance Agreement Price' is that price payable by the Customer as shown in the Quotation Price, and may be subject to reasonable increase (based on the Retail Price Index or other suitable measure) on an annual basis, during the Maintenance Agreement Period, to cover increases in wages, rate, travelling costs, and any other relevant prevailing factors since the date of the Agreement.
- vii. The 'Maintenance Agreement Period' is an open-ended period from the date of handover and acceptance of the system.
- viii. The 'Customer' means any company, firm or individual or agent thereof to whom Red Alert's Quotation or Contract is addressed.
- ix. 'Applicable Standards' means those adopted by any approvals or regulatory organisation by which Red Alert is for the time being recognised, or any modification or replacement thereof, current at the date of this Contract.
- x. 'Consumables' means the replacement cost of batteries, fuses and external alarm box covers/inserts/stickers.

2. **General** - Acceptance of the Quotation document includes acceptance of the following terms and conditions as well as any which may have been added in the specification, which may specifically override these Terms and Conditions of trading and will take precedence if necessary, for the purposes of interpretation. However, nothing that is stated or implied in these Terms and Conditions shall detract from the private consumers statutory rights. Any alteration to any of the conditions can only be valid if made in writing and agreed by both parties. Unless specifically accepted by Red Alert in writing, all other terms and conditions not contained in or implied by the Contract are excluded.

### **3. Basis of Quotation for Installation**

- i. Installing is to be undertaken during normal working hours i.e. Monday to Friday 8:30am to 5:30pm (statutory holidays excepted). Any extension of such hours or period directly or indirectly caused by the Customer shall entitle Red Alert to charge any reasonable extra costs resulting.
- ii. Variations or additional work ordered by the Customer shall be charged on the basis of reasonable time and materials at rates and costs current at the time of such work (unless separately agreed in writing prior to the variation/additional work starting).
- iii. Unless otherwise specifically agreed, the Quotation Price does not include an extraneous work, making good, redecoration, carpet laying, building or carpentry work etc. and is contingent on engineers having unhindered access to doors, windows, cable runs and all other areas where work has to be carried out.
- iv. Any item of equipment not actually sold to the Customer shall be demoted as such in the specification and shall be subject to separate rental and /or maintenance terms as may be appropriate.

### **4. Basis of Quotation for Maintenance & Monitoring**

- i. A site maintenance visit is to be undertaken during normal working hours i.e. Monday to Friday 8:30am to 5:30pm (statutory holidays excepted). Any extension of such hours or period directly or indirectly caused by the Customer shall entitle Red Alert to charge any reasonable extra costs resulting.
- ii. Remote maintenance activity will take place between Monday to Thursday 09:00 to 16:00.
- iii. As a result of maintenance activity the Customer's attention shall be drawn to any defect identified in the system(s)/equipment that in Red Alert's opinion needs adjusting repair or parts that are deemed to need replacing and with the authority of the Customer will be adjusted, repaired or replaced either at the time of such maintenance or as soon as practicably possible afterwards. Customers who are signed up to the SmartCloud service package will have Consumables included as part of the price, (also see guarantee paragraph). Where corrective work can be carried out at the time of the physical visit, and falls outside the guarantee and consumable definition, a verbal estimate may be first obtained from Red Alert either for the work carried out at that time or a subsequent visit is arranged.
- iv. If as a result of remote maintenance, a physical visit is required, then an engineer will be booked to carry out the visit as soon as practicable to do so.
- v. Prices will be subject to annual price review based on Retail Price Index (RPI) .
- vi. Access to a reliable internet service (WIFI or 1 metre patch lead to nearest router), is a requirement for the SmartCloud service. This service requires a minimum internet bandwidth of approx. 1 Megabyte Upload/Download.

- vii. If the monthly SmartCloud service is adopted, then a minimum of 12 months financial commitment will be borne by the Customer and as such no refunds will be given if contract is terminated mid-term.

## 5. Terms of Payment

- i. General service (including Installations), unless otherwise agreed, the Customer shall pay the specified deposit on acceptance of the Quotation and shall pay the outstanding balance of the Quotation Price on completion. The installation shall remain the property of Red Alert until all sums due by virtue of this paragraph have been received by Red Alert, but the Customer shall always be responsible for loss of and damage to the installation.
- ii. Reoccurring charges (including Maintenance and Monitoring services) - Unless otherwise agreed, the Customer shall pay the specified sums, detailed in the Quotation document, by monthly or annual direct debit. The payment will relate to 'in advance' service e.g. payments made on the 1<sup>st</sup> of the month will relate to the month forthcoming. Cancellation of any agreed direct debit, without prior agreement, could result in a loss of service or additional admin charges to the Customer.

- 6. **Completion** - Red Alert will use its best endeavour to effect completion of the installation by the agreed completion date, but it cannot be held liable for any loss or damage resulting from delay or non- delivery due to causes beyond its control.

## 7. Liability for Loss or Damage

- i. Red Alert does not know, and shall not be deemed to know, the true value of the Customers property or premises, and is not the insurer thereof.
- ii. The aggregate liability of Red Alert and its staff for any breach of contract, breach of statutory duty or negligence arising out of this Contract, or presence at the Customers premises shall be limited to £2,000,000.00 for any kind of loss or damage whatsoever. The Customer shall notify Red Alert of any claims within 30 days of the occurrence giving grounds for such claims.
- iii. Although a Red Alert installation is designed to the best of Red Alert's skill and knowledge to meet the Customers requirements and/or to reduce the risks of loss or damage to deter intruders or other unauthorised persons, and in such event it shall not be liable for direct or indirect loss or damage suffered by the Customer, intruders or other unauthorised persons.
- iv. Because of the previous sub-paragraphs (i) to (iii) (inclusive), the Customer acknowledges that he or she or it should affect separate insurance cover.

- 8. **Guarantees** - For one year from the date of handover Red Alert shall carry out replacement or repair of parts and rectification of faults free of charge (including call out) and to Applicable Standards except for any such things made necessary by wilful or negligent act of any person (other than Red Alert and its employees), or by some other cause or peril beyond Red Alert's control.

- 9. **Ownership** - Until full payment is received as referred to in Section 5 above, every part of the Installation and associate equipment shall remain the property of Red Alert and the Customer irrevocably grants licence in the event of his , her or its default, to enter upon his, her or its premises to recover the same whether fixed or unfixd. Nevertheless, until such recovery, the Customer remains liable to insure

against loss and damage and take reasonable care of such items, and to pay Red Alert's reasonable costs of replacing or repairing the same.

## **10. Red Alert's Obligations**

- i. In consideration of the Quotation Price, specified and paid or to be paid by the Customer, Red Alert undertakes to install the system in accordance with the Applicable Standards adopted by the approvals or regulatory organisation by which Red Alert is for the time being recognised, to the best of its ability and that such equipment used in the Installation shall be fit for the purpose intended.
- ii. In consideration of the Maintenance & Monitoring services (where applicable), specified in the Quote, Red Alert will, for the duration of the Maintenance Agreement Period specified, carry out maintenance checks of the Customer's installation together with other services where applicable, as long as the agreed payment profile is maintained.
- iii. The quotation and any applicable maintenance documents relate only to the Installation described in the quote which is the subject of that document, and the maintenance provisions shall only apply if agreed between the Customer and Red Alert.
- iv. When the quote provides for maintenance service, Red Alert agrees, subject to reasonable access to the site and installation being available, periodically to check, test and adjust the Installation and to carry out all necessary maintenance thereto on the number of visits set out in the quote in accordance with the Applicable Standards and during normal weekday working hours (except where otherwise stated), viz. Monday to Friday 8.30 am to 5.30 pm, upon giving reasonable notice to the Customer of any visit for this purpose. Additional services such as various system monitoring shall also be supplied on a 24-hour basis if included within the Quote and accepted by the Customer.

## **11. Customer Obligations**

- i. The Customer agrees to pay in addition to the Quotation Price for the cost of any works from time to time required to upgrade the installation to a state which complies with the relevant Applicable Standards.
- ii. To pay for all necessary repairs and replacements to the Installation unless these are covered by guarantees set out in the quote.
- iii. If the maintenance services have been accepted, the Customer agrees to preventative maintenance checks as detailed in the Quote.
- iv. Not to permit anyone (including the Customer) other than Red Alert to test, adjust or reset or interfere with the Installation or any part thereof except for those routine procedures which may need to be carried out by the Customer for the correct usage of the installation. In the event of a breach of this provision Red Alert shall be entitled to terminate the maintenance agreement forthwith upon its discovery and any guarantees will be forfeited.
- v. To permit Red Alert's staff and agents (and Inspector representing any approvals or regulatory organisation by which Red Alert is for the time being recognised) from time to time to have access to the Customer's premises at all reasonable times.

- vi. Not to charge, pledge or otherwise deal with any of Red Alert's equipment or installation which has not already been sold to the Customer nor part with possession of the same or remove or permit it to be removed from the Customer's premises.
  - vii. To notify Red Alert of any proposed structural alteration to the premises or any other modification which may affect the existing Installation or system to which it may be linked. Any extension to or alteration of the Installation which may thereby become necessary shall be carried out by Red Alert at the additional expense of the Customer.
  - viii. To notify Red Alert immediately following the appearance of any defect in the Installation and permit Red Alert to take such steps as it thinks fit to remedy such defect.
  - ix. To ensure that the external alarm (where applicable) sounder does not cause a nuisance as defined by current Noise pollution legislation from time to time. Arrangements must include an automatic device, limiting siren to 15 minutes and for two keyholders to be available within this time (current legislation includes London Local Authorities Act 2007, Environmental Protection Act 1990, Control of Pollution Act 1989 Scotland, Noise and Statutory Nuisance Act 1993)
  - x. The Customer is to obtain and pay for the telephone/broadband line or other communications apparatus required for monitoring or remote signalling (if any) as well as other necessary facilities, consents, permits, licenses, wayleaves or approvals required for installing the system.
12. **Termination of Maintenance Agreement** - Either party may terminate the Maintenance & Monitoring agreement after the first 12 months, by not less than twenty-eight days' notice in writing to that effect to expire upon the day before any anniversary of such Maintenance agreement. In the event of such termination the Customer shall forthwith return to Red Alert any part of the Installation and any equipment which is rented by the Customer from Red Alert. The Customer shall thereafter be responsible for making his, her or its own arrangements in regard to any monitoring or other continuing services which may be required, it being a condition that monitoring services will only be provided by Red Alert or their agent when a current Maintenance agreement exists between Red Alert and the Customer.

Even though the Agreement may be terminated, Red Alert or its agents shall have the right upon reasonable notice to enter the Customer's premises to remove any equipment belonging to Red Alert and subject to reasonable disturbance only shall not be liable for any loss or damage occasioned thereby.

13. **Force Majeure** - Any failure by Red Alert to perform any of its obligations by reason of any cause beyond the control of Red Alert shall be deemed not to be a breach of this Contract.

14. **Applicable Law and Category of Jurisdiction** - This Contract is subject to the Laws of 'England and Wales', and the parties shall submit to the jurisdiction of the Courts thereof.