



# Terms and Conditions

Version 12 dated 1<sup>st</sup> December 2021

## Introduction

We fully appreciate from the outset that these Terms and Conditions are long and detailed and we apologise for that. However, they are there for your protection as much as ours. We want to make our services and costs as transparent as possible to avoid any misunderstanding in the future.

This document therefore seeks to explain everything about our services and costs so you have a clear understanding of the agreement between us and to provide a reference document for the future.

We are also required to provide and publish these Terms and Conditions by both our Insurance Company (*who provide our efficacy insurance/professional indemnity*) and also our accreditation body the 'Security Systems Alarms and Inspection Board' (SSAIB).

**Nothing contained within these Terms and Conditions affects your statutory rights.**

## Statement of Facts

**Wilton Security Systems Ltd are a registered limited company in the United Kingdom who install and Maintain Intruder Alarms, CCTV, Access Control and other electronic security systems. The company is regulated and inspected by the SSAIB and is a 'Police Compliant Company' for the installation of Intruder Alarm systems with Police response.**

## Part 1 - Definitions

In these Terms and Conditions, the following expressions shall have the following meanings: -

- 1.1 **Company** - Wilton Security Systems Ltd
- 1.2 **Customer** - The person, organisation or company being a signatory to this Contract and referred to in these Terms and Conditions as 'You' or 'Your'
- 1.3 **Premises** - The premises referred to in the System Design Proposal or where the security system subject of this contract is installed.
- 1.4 **Installation** - The installation or **System** is the security system as specified in the System Design Proposal or the security system subject of this contract.
- 1.5 **Contract** - The documents forming this contract may include the System Design Proposal, Quotation, Acceptance form, Maintenance Schedule and these Terms and Conditions.
- 1.6 **Alarm Receiving Centre (ARC)** - A continuously manned remote centre to which intruder alarm activations are signalled (Remote Monitoring) and passed to the relevant authority (*e.g., Fire, Police, Keyholders*). The Centre is operated by Security Monitoring Centres Ltd t/a Custodian Monitoring Services. They are independent from the Company but have been chosen by the Company to provide remote monitoring services to our customers.
- 1.7 **Remote Monitoring** - Is where your system is able to be remotely monitored by our Alarm Receiving Centre (ARC) who will contact the necessary emergency services and/or your keyholders on receipt of alarm signals from your premises.
- 1.8 **System Design Proposal** - means the design specification which defines the level of protection and equipment installed as part of the Security System installation.
- 1.9 **Preventative Maintenance** - means the routine inspection of the installation to confirm that it continues to function in accordance with the System Design Proposal and to identify and rectify any items found faulty, worn, or in need of scheduled replacement. The Company offers different types of Preventative Maintenance contracts offering different level of cover.
- 1.10 **Corrective Maintenance** - means the response to a customer reporting a fault with their security system and the subsequent repair of such faults, including false alarms from security systems.
- 1.11 **Accreditation** - means the accreditation given to the Company by an independent inspection body who ensure our compliance with European Regulations for the installation and maintenance of Security Systems. This is a Police requirement for systems fitted with remote monitoring.
- 1.12 **SSAIB** - means the 'Security Systems Alarms and Inspection Board', by whom we are regulated, accredited and inspected, to ensure continued compliance with their standards and such other regulations which we are required to adopt.
- 1.13 **Texecom Connect** - Is a service that is enabled by a 'Texecom SmartCom' device that connects to your alarm system and sends notifications to your smartphone if activated and also allows you to arm and disarm your alarm system.
- 1.14 **Texecom Cloud** - Is a service provided by us, which uses your Texecom Connect device to remotely access your alarm system in accordance with BS9263:2016 'Code of Practice', for commissioning, maintenance, remote system checks and support for intruder and hold-up alarm systems.
- 1.17 **Police Compliant Company** - means an installation Company who are on a list of 'Compliant Companies' held by individual Police Forces, enabling them to install alarm systems in that Police area with remote monitoring offering Police response.
- 1.18 **Insurance** - The Company carries limited liability insurance in connection with its business, details of which are available upon request. The Company also holds Efficacy insurance which requires that you return a signed copy of these T & Cs to the Company in order to comply with conditions of that insurance.
- 1.19 **Normal Working Hours** - means Monday to Friday 08:00 hrs to 18:00 hrs (*excluding Statutory Holidays*)

## **Part 2 – General**

- 2.1 Verbally issuing an instruction to the Company to carry out work is a 'Contract' and signifies the acceptance of these Terms and Conditions along with any other requirements defined in the System Design Proposals (SDP). For the purposes of clarity where the requirements of the System Design Proposal conflict with any part of these T&Cs, the SDP will take precedence. All other items and conditions not contained in or implied by the Contract are excluded. Nothing in these T&Cs, either stated or implied shall detract from the Customer's statutory rights. Our Terms and Conditions may be updated occasionally and the Latest T&Cs can be viewed on our website and supersedes all others.

## **Part 3 – Costs & Quotation**

3.1 - The quoted cost of the installation may be revised if:

- 3.1.2- You decide that you want the work completed more urgently than agreed.
- 3.1.3- You change the System Design Proposal.
- 3.1.4- Your premises are in some way unsuitable for the installation to be completed in the form described in the System Design Proposal, for reasons or circumstances that was not apparent at the time of the original survey or there are circumstances we were not aware of at the time of providing our quotation.

## **Part 4 – Texecom Connect and Cloud Services**

- 4.1 - **TEXECOM CONNECT & CLOUD SERVICES** - This service is provided by Texecom Ltd (*The alarm equipment manufacturers*) utilised by the installation at your premises of a 'TEXECOM SMARTCOM', communication device.
- 4.2 - This Texecom provided service is wholly outside the control of Wilton Security Systems Ltd. Please therefore be advised, that no guarantees are given on system performance in relation to any 'downtime' etc on their servers, nor can we be responsible for any notification failures of this system, or changes in their service charges in the future.
- 4.3 - There are two SmartCom devices that allow your alarm system to connect to the Texecom Connect/Cloud services. A standard Texecom 'SmartCom' (*Which uses your Broadband*) and a 'SmartCom 4G' (*Which uses the mobile phone network*). The 'Cloud' services provided by both the standard SmartCom and the 4G variant is a chargeable service, renewed annually.
- 4.4 - For the standard Smartcom, the annual service charge is paid by us as part of your preventative maintenance contract and is therefore provided to you without charge, for as long as you have a maintenance contract with us. The SmartCom 4G attracts additional costs as it uses the mobile phone network rather than your broadband. These additional 'Network Charges' will be payable annually on renewal of your preventative maintenance contract.
- 4.5 -The utilisation by us of your Texecom Connect system to remotely access your alarm system is a service which is provided free of charge by us, (*except the SmartCom 4G Network Charges*) as part of your intruder alarm preventative maintenance contract, for as long as you have such a contract. For Data Protection reasons, it will be terminated if you cancel your contract in the future. Thereafter no further remote diagnostics of your system etc can be performed by us.
- 4.6 - If you want to keep the Texecom Cloud services, but do not want a preventative maintenance contract with us, you can just pay the Texecom service charge, but you will not have access to our support etc – Price on application.
- 4.7 - This service complies with the requirements of BS9263:2016 'Code of Practice', for commissioning, maintenance, remote system checks and support for intruder and hold-up alarm systems
- 4.8 - Under the terms of this installation agreement, Wilton Security Systems Ltd cannot be held liable for client IT issues including but not limited to; a change of router, failed connection, change of internet service provider, re-set of routers, new mobile phone requiring APPs to be reloaded etc, loss of settings on the router, router/Wi-Fi performance or a new operating system. Any calls to site to remedy such issues will be chargeable.
- 4.9 - It should be noted that internet service providers (ISP) may periodically change the operating software and firmware of their services and connections which may prevent the SmartCom installed at your premises from being able to connect to Texecom' s servers providing the 'CONNECT' and 'CLOUD' services.
- 4.10 - This is frequently done remotely by the ISP with the router functions being changed without your knowledge. In some circumstances these changes may limit the availability of so called 'inbound' and 'outbound' connections to external sites (i.e., Texecom' s servers) and in the absence of this two-way connection provision, your Texecom SmartCom may be prevented from working correctly. This is again totally out of our control and we cannot accept any responsibility of the actions of your internet service provider.
- 4.11 - Where changes are made by the ISP, you should normally be able to contact them and ask for any such limitation to be removed from your service.
- 4.12 - Obviously we will check that the system is working correctly at the time of installation, but cannot be held responsible if ISPs make later changes to their infrastructure which prevents these connections.

## **Part 5 – Customer's obligations**

The following must be carried out by the Customer before installation starts to enable the Company to successfully install the System. The Customer must therefore: -

- 5.1 - Obtain and pay for all necessary consents and licences for the installation of the System (such as landlord's consent); by signing the installation contract you guarantee that you have full authority to allow us to install and maintain the installation and no other consents are required.
- 5.2 - Give the Company free unhindered access to the premises on the date and time agreed to install the System, and arrange for easy access to all working areas and surfaces for the Company engineers to carry out the necessary work.
- 5.3 - 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, as this may invalidate any warranty etc.

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- 5.4 - Supply adjacent to the intruder alarm control unit, a non-switched fuse 240v spur outlet, unless the Company's engineer has been requested to fit this device by the Customer and this has been noted on the Quotation or in the SDP.
- 5.5 - You also agree to provide at your cost, an adequate electricity supply for the Equipment to operate correctly.
- 5.6 - Advise the Company of the existence of concealed water, gas, electricity, telephone or other services and point out to the installation engineer their location before work commences.
- 5.7 - The Company will use reasonable skill and care in identifying any concealed services not so advised of. However, the Company will only be liable for damage to these services or for resulting damage to the extent that it does not take such reasonable care.
- 5.8 - Where damage could be inadvertently caused, which may not be immediately apparent to our operatives, the Company cannot be held liable where it has not been notified of such a possibility at the time of our visit.
- 5.9 - Be responsible for the lifting of any floorboards or floor coverings other than carpets. Note that the Company cannot be held responsible for any damage as a result of lifting and re-fitting carpets or be responsible for any proposed flush fitting of units and making good thereafter.
- 5.10 - If the Customer wishes the Company to use any existing equipment as part of the new System, it will be assumed to be in full working order. Where the Company on installation, discovers this is not the case, any work required to bring such equipment up to an acceptable standard will be charged for on a time and material basis, but only after agreement with the Customer.
- 5.11 - Where damage could however be caused, the reason for which may not be immediately apparent to our operatives, the Company cannot be held liable where it has not been notified of such a possibility.
- 5.12 - During the course of an installation and before the installation is complete and handed over, should any equipment already fitted to the fabric of the building be stolen or rendered unusable due to vandalism, the replacement of that equipment will be the responsibility and liability for its replacement will rest with the customer.
- 5.13 - Ensure that a stable and unrestricted Broadband service is available at your premises if you wish to use the 'Texecom Connect' and 'Texecom Cloud' services, by way of a non 4G - 'SmartCom' unit fitted by us. Your Internet Service provider must at all times allow unrestricted internet access for our equipment to provide inbound and outbound connections to Texecom's servers.

#### Post Installation Obligations

- 5.14 - It is the responsibility of the Customer after the installation is completed, to refit any floorboards, carpets or other floor coverings lifted by the customer before installation and to carry out any building work, cutting away, decoration or making good unless specifically stated in the Specification (SDP), other than any required by the failure to exercise reasonable care and skill by the Company its employees or agents. Carpets etc. will normally be re-laid by the engineers to the best of their ability, but the standard of that re-fitting is not guaranteed.
- 5.15 - For Remotely Monitored systems, the Customer will (*on or immediately after the Installation Date*) notify the Company and Police in writing of the addresses and telephone numbers of persons (Keyholders) who hold keys or codes for the System and the persons responsible for the opening and closing of the premises and any subsequent change thereof. The Company shall not be responsible or liable for any loss or damage caused or resulting from any failure to notify the Company or Police of that information.
- 5.16 - At all times after the installation is completed the Customer will: -
- 5.16.1 - Operate the System in accordance with the instruction manual provided;
  - 5.16.2 - Where applicable, pay any telephone line or equipment charges due to third parties;
  - 5.16.3 - Pay for all electrical supplies to the System and remain responsible for the upkeep and maintenance of such supplies;

#### **Part 6 - Company's Obligations**

- 6.1 - The Company will install the System at the premises or site specified in the Quotation/SDP on the anticipated date.
- 6.2 - The Company reserve the right to ask for a deposit and where this is required it will be shown on the Installation Agreement/Contract.
- 6.3 - The Companies engineers are very experienced and will use reasonable endeavours to install the System neatly and to conceal cables wherever possible, but where this is impractical the cables will be surface run, (*Normally only after discussion with the customer if present*).
- 6.4 - The System will be installed in accordance with the recommendations contained in the current 'European Standards for Intruder Alarms in buildings' current from time to time on the date on which the installation starts. Any change made in the Standard for intruder alarms will not be deemed to be retrospective to existing installations.
- 6.5 - On installation, the Company will give one briefing and demonstration of the System to the Customer or his/her representative. (*There will be an additional charge for further return visits to complete additional instructions to others etc*)
- 6.6 - Following installation we will issue you with a 'Certificate of Compliance' (Guarantee) and a 'Certificate of Conformity' (issued by the SSAIB) to confirm that the installation has been completed in accordance with current regulations etc.
- 6.7 - Where a deduction from installation cost has been made by the Company for the installation of first fix wiring by a third party, our engineers can only check that wiring where it is visible and against their original specification. We cannot check or be held responsible for the integrity of the wiring as inevitably the wire runs are concealed behind plaster, under floors etc. Please be advised that the Company will only become aware of any problems with the integrity of the wiring when our engineer attempts to power up and commission the system.
- 6.8 - We will carry out at the Company's expense any repairs or replacement to the System (*excluding existing equipment of the Customer's, incorporated into the new system*) required by any faulty materials or workmanship within twelve months of the Installation Date.
- 6.9 - At the request of the Customer, carry out such further works to the System as are necessary to keep the same in operation or to modify, upgrade or replace the System at a price agreed by the Customer and the Company.
- 6.10 - Offer to undertake any modification, alteration or upgrading of the System required to comply with any requirement or regulations of the Police or other authority subject to costs determined by survey and agreement between Customer and Company.

## **Part 7 - Monitoring & Maintenance**

- 7.1 – The Customer may terminate their alarm Monitoring contract at any time, **by giving at least 60 days written notice.**
- 7.2 - Monitoring and Maintenance contracts are on a one-year fixed term basis running from the date of installation. The Company will offer ongoing contracts and will send details and a quotation for the following year's charges, at least four weeks before expiry of the annual term. The Company shall have the right to increase such charges at each renewal from year to year, with charges reviewed on 1<sup>st</sup> January each year.
- 7.3 - The Customer will pay the Monitoring Charge for the first year on receipt of an invoice issued by the Company once connection has been made to the Alarm Receiving Centre.
- 7.4 - The Company will carry out Monitoring and Maintenance services of the customers alarm system as set out in the Installation Notes and as agreed in writing between the Customer and the Company.
- 7.5 - Maintenance Contracts for non-monitored alarm systems are optional and renewal is at the discretion of the customer.
- 7.6 - It is a Police requirement and therefore mandatory that all systems with 'Remote Monitoring' and 'Police response' must have a Preventative Maintenance contract in place providing 6 monthly inspection visits.
- 7.7 – Where the system is connected to Texecom Cloud, one of those visits may be completed remotely in accordance with BS9263:2016 with agreement with the customer.
- 7.8 - The Company will carry out routine maintenance inspections during the hours of 08:30 to 17:30 Monday to Friday (excluding Bank Holidays) on a date previously agreed with the Customer and in accordance with the relevant Standard where applicable.
- 7.9 – Where an engineer attends the customers premises at a time agreed in advance with the customer, to complete a preventative maintenance inspection and there is no one at the premises leading to an aborted visit, that visit will be deemed to have been completed in accordance with your contract and any return visit requested by the customer will be chargeable.
- 7.10 – For customers with maintenance plans that include non-chargeable call-outs of our engineers, such call-outs are only for visits during Normal Working Hours. Where customers have maintenance plans that include non-chargeable equipment replacements if faulty, that will only include repair or replace equipment, at our discretion, free of charge, where it is found faulty due to fair wear and tear (*i.e., not damaged*). The Company's liability under these Maintenance Plans is strictly limited to the replacement or repairs to the installation.
- 7.11 - All call-outs outside our Normal Working Hours would normally be chargeable, regardless of the Maintenance plan held.
- 7.12 - If we attend your premises at your request, in the event of a breakdown etc, such calls will normally be chargeable. (*Subject to contract type*). Where non-chargeable call-outs are included in your maintenance contract - If we attend at your request and no fault is found – that call may then be chargeable at our discretion.
- 7.13 - Your Preventative Maintenance contract, subject to contract type, may not include charges for any replacement parts which may therefore be charged as extra.
- 7.14 – Any call for us to attend your premises in an emergency will normally receive a response within 4 hours or before the system next needs to be set, unless mutually agreed otherwise.

## **Part 8 - General Conditions**

- 8.1 - Ownership of the installation and the Equipment will pass to the Customer on full payment of the balance of monies due after installation.
- 8.2 - The Customer will not assign, sell, charge, mortgage, pledge or attempt to part with possession of any part of the Company Equipment nor any interest in it, nor encourage or allow any person to adjust, tamper, alter or interfere in any way whatsoever with the Company Equipment.
- 8.3 - The Company is entitled to transfer or assign all or any of its rights in this Agreement and to perform any of its obligations through nominated subcontractors although the Company will still be responsible to the Customer for its obligations.
- 8.4 - Any variation or modification of any of the terms and conditions of this Agreement must be evidenced in writing and signed by a duly authorised representative of the Company.
- 8.5 – Throughout the duration of the installation warranty and subsequent preventative maintenance contracts, the company will protect the integrity of the installation and its bespoke programming parameters, from unauthorised tampering or changes to the system, by means of a security lock feature integrated into the control equipment (Engineer Access Code). This feature allows only authorised engineers of the company to gain access to system parameters and programming. This security code 'lock' will remain in effect throughout your service agreement. Upon termination of all service agreements with the company, we will release this code to the customer upon written request, free of charge.

## **Part 9 – Termination**

- 9.1 - If the Customer commits any breach of its obligations under the Contract and fails to remedy the same within 30 days of notice by the Company requesting the breach to be remedied, or if any payment due under this Contract is more than 30 days in arrears the Company may terminate the Contract by giving the Customer 14 days' notice in writing of the termination. This will not prejudice the Company's right to reclaim the payment outstanding. In such circumstances 14 days' notice of cessation of any Remote Monitoring will be given.
- 9.2 - The Company may terminate this Agreement immediately, without advice or notice of withdrawal, should any agreed payment fail to be made within 30 days of an invoice or direct debit due payment date, or if the Customer goes into liquidation, becomes bankrupt, makes a voluntary arrangement with his creditors or has a receiver or administrator appointed.
- 9.3 - The Company reserves the right to terminate the Agreement immediately if the System or the premises are destroyed or so substantially damaged that the Company is unable to reasonably continue its obligations hereunder.

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9.4 – Either the Customer or the Company may terminate this contract by giving a minimum of 60 Days’ notice in writing. Where the contract is terminated by the Customer, any unused portion of the years Monitoring and/or Maintenance contract will not be refundable

9.5 – This contract is non-transferrable and should you move from your premises the contract will cease and will not be automatically transferred to the new owner/occupier, nor will any refund be provided.

9.6 - If the Company is not paid the balance of the Installation Charge as set out in Para 7.1, it may remove the System from the Customer’s premises. In this event, the Customer will be responsible for any breakage or other damage, in particular for the refitting of any floor boards, carpets or other floor coverings and to carry out any building work, decoration or making good, arising from the removal of the Equipment unless the same is caused by the failure to exercise reasonable care and skill by the Company, its employees or agents.

## **Part 10 - Limitation of Company’s Liability**

### **PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS RESTRICTIONS ON THE COMPANY’S LIABILITY IN THE EVENT OF A CLAIM BY THE CUSTOMER**

10.1 - The Company does not know, and shall not be deemed to know, the true value of the contents of the Customer’s property or premises and is not the insurer thereof. The installation, service or maintenance agreements do not constitute a means of insurance to the customer. The customer must make adequate third-party arrangements with a suitable insurance provider to maintain buildings and contents cover. The company accepts no liability to third-parties including but not limited to insurers and underwriters where the customer has failed to notify the company in writing of any conditions which may apply to their third-party agreements or policies.

10.2 - Although the Installation is designed to detect or deter intrusion and reduce the risk of loss or damage, to the extent that is reasonably practicable by use of such equipment. The Company does not represent or warrant that the installation may not be neutralised, compromised or circumvented or otherwise rendered ineffective by unauthorised persons or that the System will prevent any loss by burglary, theft or otherwise. In such an event the Company shall not be liable for any loss, damage or injury suffered by the Customer or other persons. The Customer is advised to arrange sufficient insurance cover to cover such an eventuality.

10.3 – The Company has provided limited insurance cover for itself with indemnity claims made against it in respect of accident, injury, loss or damage. Cover also extends to ‘Failure to Perform’ or wrongful advice given unwittingly, further details of our insurance cover will be provided upon request.

10.4 – The Company accepts no liability for claims falling outside the ambit of the indemnity referred to in 10.4 and the customer is advised to arrange sufficient insurance cover in respect of any such claims arising.

10.5 – The Company does not accept any responsibility for the costs of repairs or replacement of any part of the system resulting from fire, flood, neglect, misuse, malicious damage, electrical power surges (e.g., lightning strikes) or other factors outside the companies’ control.

10.6 – Like all electronic equipment, although rare, the system or its components could fail to work as designed to do. The Company is therefore unable to guarantee that it will be operational at any specific time or for any specific period. The Company will provide details on request, as to how a customer can perform regular tests to verify that the equipment contained in the installation is operational between routine maintenance inspections carried out by the company.

10.7 - The Company shall not be liable for any loss or damage suffered by the Customer however caused, whether as a result of any failure to exercise reasonable care and skill, breach of these terms, false statement or otherwise or resulting from any unauthorised entry or burglary, theft, robbery, damage, disturbance or any other cause, in excess of the insurance cover we hold.

10.8 - The Company or its insurers shall not investigate any claim for loss unless the Customer has given written notice as soon as is reasonably practicable or up to 14 days, after its occurrence, or it coming to the Customer’s attention and the Customer shall give the Company and/or its insurers every facility to investigate such an occurrence.

10.9 - The company accepts no liability where the customer fails to notify in writing prior to contract commencement any conditions or arrangements it has with third parties. These include but are not limited to; Insurers, or Underwriters. This includes any specifications; essential coverage plans, response times, or key performance requirements which must met by the company on behalf of the customer; as a condition of the third-party agreement between the customer and that third party.

10.10- Where the customer fails to act upon remedial work identified by the company which is of a mandatory requirement; such as but not limited to health and safety legislation, moving machine directives, or any work which may pose a liability to the customer, no liability will be accepted by the company.

10.11 - The Company shall not under any circumstances whatsoever be liable for any loss or damage however caused which was not caused directly by a breach of these terms or a failure to exercise reasonable care and skill on the part of the Company.

10.12 - The customer undertakes and agrees to accept all of the terms and conditions stated within this document IN FULL upon placing a purchase order, instruction to proceed or request for a Preventative Maintenance service.

10.13 - The company reserves the right to amend, update or change the terms and conditions as defined above.

10.14 – Verbal instructions to undertake the installation will be deemed to be acceptance of these Terms and Conditions.

## **Part 11 - Special Conditions**

None