

Maintenance and Servicing of Security Systems

Terms and conditions V2.01 – December 2020

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 ensure that our services and costs are as transparent as possible to avoid any misunderstanding in the future and to ensure that 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).

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 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.
- 1.15 **Drive Care Plan** - Is an optional guarantee extension for CCTV installations, providing enhanced cover for your Video Recorder's Hard-Drive, including extended guarantee and data recovery services.
- 1.16 **HIK Connect** - Is an 'APP' for smartphones that enables you to view your CCTV system remotely
- 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 - Acceptance of any maintenance or service contract offered by the company to the customer for the maintenance or the routine servicing of a security system is subject to these Terms and Conditions, along with any other requirements defined within the Contract. 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) or Quotation etc. 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.

2.2 - 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 1st January each year.

Part 3 – Costs and charges

3.1 – Where alarm systems are to be remotely monitored, all telephone line installation, rental and call charges are the responsibility of the customer. The telephone line (if used) must be capable of making outgoing calls, not have call barring or other special service on it, which may prevent the operation of the remote signalling equipment.

3.2 - If you change your telephone service provider once the system has been installed, we may need to test the operation of the remote signalling device (if it uses the telephone line) to ensure compatibility.

3.3 - 'Redcare' remote monitoring is only available on BT lines.

3.4 - All monitored systems that utilise a standard telephone line based 'Digital Communicator', are required under European Regulations to communicate automatically with the Alarm Receiving Centre every 24 hours, to ensure that the signalling is in working order. These calls are made on a non-geographical telephone number to the Alarm Receiving Centre who have opted for a number in the 0870 range. These calls may incur charges– where your provider makes a charge for such calls and they will appear on your telephone bill

3.5 – Where a 'DigiAir' GSM Communicator is fitted, this does not use a land line but utilises the mobile telephone network and there are no separate charges for calls as they are included in the contract price

3.6 - The addition of Broadband onto the telephone line on which your alarm may be connected, will disrupt the ability of the alarm to dial out. You will need to arrange for the Company to fit a filter to your alarm communicator, for which a cost will be levied.

3.7 - **TEXECOM CONNECT** - This service is provided by Texecom Ltd (*The alarm equipment manufacturers*) with the installation at your premises of a 'TEXECOM SMARTCOM', internet communication device.

3.7 - This Texecom provided service is wholly outside the control of Wilton Security Systems Ltd. Please be advised therefore, 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 the introduction of future charges for their services.

3.9 – Provision of the TEXECOM CONNECT service is included in the first year's warranty free of charge. Ongoing costs of this service will be met by Wilton Security Systems Ltd for as long as you have a Preventative Maintenance Contract with us. If you terminate your preventative maintenance contract with us, we will no longer be liable for the cost of this service from Texecom. You may find that you are still able to continue to use the Texecom Connect service, after your contract with us has expired, but you will not receive any support from us in its operation etc. You should also note that you may not receive the periodic software and firmware upgrades that are issued, which may result in the loss of this service.

3.10 – **TEXECOM CLOUD** – 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, 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.

3.11 - 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

3.12 – 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.

3.13 – It should be noted that internet service providers (ISP) may periodically change the operating software and firmware of their services and connections which may result in the SmartCom installed at your premises from being able to connect to Texecom's servers providing the 'CONNECT' and 'CLOUD' services.

3.14 - 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.

3.15 – Where changes are made by the ISP, you should normally be able to contact them and ask for any such limitation to be removed your service.

3.16 – 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 4 – Customer’s obligations

- 4.1 - Obtain and pay for all necessary consents and licences for the maintenance of the System (such as landlord’s consent); by signing this contract you guarantee that you have full authority to allow us to maintain the installation and no other consents are required.
- 4.2 - Give the Company free unhindered access to the premises on the date and time agreed to maintain the System, and arrange for easy access to all working areas and surfaces for the Company engineers to carry out the necessary work to maintain the System.
- 4.3 - You also agree to provide at your cost, an adequate electricity supply for the Equipment to operate correctly.
- 4.4 - 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.
- 4.5 - You must advise the Company of the existence of concealed water, gas, electricity, telephone or other services and point out to the engineer their location before any installation work commences.
- 4.6 -The Company will use reasonable skill and care in identifying any concealed services not so advised of. 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;
- 4.6 - 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.
- 4.7 - If the Customer wishes the Company to use any existing equipment as part of the 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.
- 4.8 - At all times after the installation is completed the Customer will: -
- 4.8.1 - Operate the System in accordance with the instruction manual provided;
- 4.8.2 - Where applicable, pay any telephone line or equipment charges due to third parties;
- 4.8.3 - Notify us in advance, if a third-party intends to work on the telephone system at your premises as this may affect the alarms systems ability to contact the Alarm Receiving Centre if it is monitored.

Part 5 - Company’s Obligations

- 5.1 – Where applicable, in return for payment of the annual monitoring charge, the Company will arrange for your intruder alarm system to be remotely monitored by our Alarm Receiving Centre in accordance with their Terms and Conditions and provide the service detailed in the System Design Proposal.
- 5.2 - The Customer shall be liable for the cost of any key holding charges (*where appropriate*) regardless of the nature of the call including any alarm equipment failure.
- 5.3 - The Company will have no liability for any loss suffered by the Customer as a result of any action or failure by the Alarm Receiving Centre to deal with your alarm signals in the appropriate manner.
- 5.4 - In return for payment of the annual maintenance charge, the Company will maintain the Installation in accordance with the appropriate installation standards and respond to your emergency calls for assistance.
- 5.5 – Scheduled maintenance visits are normally annually, unless your system has Police response in which case those visits will be six-monthly to comply with Police regulations. Where your system is connected to the ‘Texecom Cloud’ via a ‘Texecom Connect device’ we can perform, with your agreement, one of those six-monthly services remotely, without having to attend your premises.
- 5.5 - 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 and any return visit requested by the customer will be chargeable.
- 5.6 - The Company will inspect and report on the condition of the system covered under our scope of work and hand it over in good working order conforming to any applicable standards declared in our pre agreed scope of work. We will always seek your agreement should changes or alterations, including replacing any parts to the system be required during our service or maintenance visit, or otherwise within 14 working days of inspection.
- 5.7 - We agree that, if we replace any fault part or equipment within the installation, and that part becomes faulty in the first twelve months, it will be repaired or replaced at our expense, including any applicable call-out charges.
- 5.8 - The System will be maintained/serviced 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 was completed and/or the maintenance visit takes place. Any change made in the Standard for intruder alarms will not be deemed to be retrospective to existing installations.
- 5.9 - 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.
- 5.10 - 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 6 – Intruder Alarm Monitoring & Maintenance (or maintenance only where relevant)

- 6.1 - The Customer may terminate their alarm Monitoring contract with the ARC at any time, by giving at least 60 days written notice.
- 6.2 – 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 1st January each year.
- 6.3 - The alarm 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.

Part 6 Continued.....

6.4 - 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.

6.5 - Maintenance Contracts for non-monitored alarm systems and CCTV systems are optional and renewal is at the discretion of the customer.

6.6 - 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.

6.7 - Where the system is connected to Texecom Cloud, one of those visits could be completed remotely in accordance with BS9263:2016 with agreement with the customer.

6.8 - The Customer will need to advise us if the equipment activates to an Alarm Receiving Centre as soon as possible. If the Equipment needs to be reset, we may charge you at our usual rates then in force.

6.9 - The Customer will need to advise us 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

6.10 - If the Equipment is connected to an Alarm Receiving Centre or Central Monitoring Station, it is your responsibility to make sure that the telephone line is working properly and the account correctly maintained.

6.11 - You need to notify us of any change in the layout of your Premises within 7 (seven) days of the change taking place, as this may affect the effectiveness of the Equipment to detect movement or intrusion

6.12 - 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

6.13 - 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.

6.14 - 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 and any return visit requested by the customer will be chargeable.

6.15 - 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.

6.16 - All call-outs outside our Normal Working Hours would normally be chargeable, regardless of the Maintenance plan held. 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.

6.17 - Your Preventative Maintenance contract, subject to contract type, may not include charges for any replacement parts which may therefore be charged as extra.

6.18 - 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 7 - General Conditions

7.1 - 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.

7.2 - 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.

7.3 - 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 8 - CCTV Specific Terms and Conditions (Where CCTV is included in the maintenance contract)

8.1 - Under the terms of this maintenance agreement, Wilton Security Systems Ltd cannot be held liable for client IT issues including but not limited to; change of router, failed connection, change of internet service provider, re-set of routers, new mobile phone, 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.

8.2 - Where remote viewing is provided using a smartphone 'APP', (HIK Connect) then that service is provided by the equipment manufacturers. The service is currently provided free of charge.

8.3 - We cannot support the use of the HIK CONNECT 'APP' unless you have a CCTV maintenance contract with us.

8.4 - We cannot be held responsible for any failures or issues involving this third-party provided service.

8.5 - DRIVE-CARE - The provision of a Drive Care extended warranty may be included in new CCTV installations. It will last for Three years from the date of installation. Any failure of the drive during that period will result in a free replacement hard-drive and at the customer's specific request, efforts will be made by the manufacturer (Seagate) to recover any data on the defective drive, without charge. No guarantee of data recovery can be offered although they quote a 90% success rate. Where a customer requests this data recovery service, a charge will be made for us to securely return the drive to Seagate for data recovery purposes.

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.

9.4 – For Alarm Monitoring and Maintenance Contracts, 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 – All other maintenance contracts can be terminated with 30 days' written notice

9.6 – 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.

Part 10 - Limitation of Company's Liability

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 - Where the company takes over an existing security system which was installed or maintained by others, we assume the system and any wiring associated to be in full working order at the commencement of this maintenance contract. The Company would have no prior technical knowledge of such systems and may discover issues during subsequent maintenance visits that were not apparent when the contract was taken out.

10.8 - 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.

10.9 - 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.

10.10 - 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.

10.11 - 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.

10.12 - 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.

10.13 - 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.

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