



Terms and Conditions

Preventative and Corrective Maintenance of Visual Surveillance Systems (CCTV)



Unit 17
Quadrum Park
GUILDFORD
Surrey
GU3 1LU

5157231

602 6164 75



Preventative and Corrective Maintenance of Visual Surveillance Systems (CCTV)

Terms and Conditions V4.01 – January 2025

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.

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 you with 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 where the VSS/CCCTV system subject of this contract is installed.
- 1.4 **Installation** - The installation or VSS is the VSS (CCTV) system as specified in the System Design Proposal or the VSS (CCTV) subject of this contract.
- 1.5 **VSS** – This is the new term to describe what was previously referred to as a 'CCTV' system, they are now known as a 'Visual Surveillance System' or VSS and include all associated devices subject to this maintenance contract.
- 1.6 **Contract** - The documents forming this contract may include the System Design Proposal, Quotation, Acceptance form, Maintenance Schedule and these Terms and Conditions.
- 1.7 **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 several types of Preventative Maintenance contracts offering different level of cover.
- 1.8 **Corrective Maintenance** – means the reactive response to a customer, reporting a fault with their VSS and the subsequent repair of such faults.
- 1.9 **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 VSS.
- 1.10 **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.
- 1.11 **Drive Care Plan** – Is an optional additional warranty for some VSS/CCTV installations, providing enhanced cover for your Video Recorder's Hard-Drive, including extended guarantee and data recovery services.
- 1.12 **HIK Connect** – Is an 'APP' for smartphones that enables you to view your Hikvision CCTV system remotely.
- 1.13 **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 agree to these Ts & Cs, in order to comply with conditions of that insurance.
- 1.14 **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 contract offered by the company to the customer for the maintenance of a VSS is subject to these Terms and Conditions, along with any other requirements defined within the Contract. Verbally issuing an instruction to the Company to conduct 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.

2.2 - Under the terms of this maintenance agreement, Wilton Security Systems Ltd cannot be held liable for client IT issues in relation to the connection of the VSS to your IT System. These issues will be the responsibility of your IT services provider.

2.3 - Where the company takes over an existing VSS 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. As 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. Any subsequent repairs to existing equipment, wiring etc would be chargeable.

2.4 - 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.

2.5 - 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 be met by the company on behalf of the customer; as a condition of the third-party agreement between the customer and that third party.

2.6 - Where the customer fails to act upon remedial work identified and recommended 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.

2.7 - 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.

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

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

Part 3 – Customer's Obligations

3.1 - 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.

3.2 - 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 our engineers to conduct the necessary work to maintain the System.

3.3. – Where it may be necessary to work above 3 metres, we may need to hire specialist equipment to conduct this work, and such equipment charges will be the responsibility of the customer. e.g. 'Cherry Picker' and are not normally included in any maintenance contract.

3.3 - You also agree to provide at your cost, an adequate electricity supply for the Equipment to operate correctly.

3.4 - 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.

3.5 – Where the company is taking over the maintenance of a VSS installation, installed by another company, the customer will need to obtain all codes and passwords for video recorders and other password protected equipment to enable us to access the programming functions of the system.

3.6 -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.

3.7 - 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.

Part 4 - Company's Obligations

- 4.1 - In return for payment of the annual maintenance charge at the commencement of the contract, the Company will maintain the Installation in accordance with the appropriate installation standards and respond to your emergency calls for assistance.
- 4.2 – Scheduled maintenance visits for CCTV systems are normally twelve monthly and therefore conducted annually, unless you require a different schedule that has been arranged and detailed in the attached documents.
- 4.3 - 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.
- 4.4 - 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 fourteen working days of inspection.
- 4.5 - The System will be maintained/serviced in accordance with the recommendations contained in the current European Standards for specific VSS, 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 Standards for such systems will not normally be deemed to be retrospective to existing installations.
- 4.6 - At the request of the Customer, conduct 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.
- 4.7 - The Company will conduct routine maintenance inspections during the hours of 09:00 to 16:30 Monday to Friday (excluding Bank Holidays) on a date previously agreed with the Customer and in accordance with the relevant Standard where applicable.
- 4.8 - 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)*. If non-chargeable callouts 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.
- 4.9 – Any call for us to attend your premises in an emergency will normally receive a response within 6 hours, unless mutually agreed otherwise.

Part 5 – Termination

- 5.1 – This maintenance contract is for a period of 12 months and can be renewed each year until cancelled by the client. A renewal document will be sent to the customer the month before the current contract is due to expire.
- 5.2 - 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, 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.
- 5.3 - 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.
- 5.4 - 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.
- 5.5 – For Maintenance Contracts, either the Customer or the Company may terminate this contract by giving a minimum of 30 Days' notice in writing. Where the Customer terminates the contract, any unused portion of the years Monitoring and/or Maintenance contract will not be refundable.
- 5.6 – 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 6 - Limitation of Company's Liability

- 6.1 - 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 and appropriate 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.
- 6.2 – The Installation is designed to detect or deter crime and enhance public safety 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. 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.

Part 6 Continued.....

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6.3 – 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.

6.4 – 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 company's control.

6.5 – 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 conducted by the company.

Part 7 - Site Specific Conditions

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