

# SOUTHERN ELECTRICAL SERVICES

## TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1 **"The Premises"** are the premises where the System is installed.
- 1.2 **"The System"** is all equipment supplied by the Company and installed at the Premises.
- 1.3 **"Installation Date"** is the date when the Company completes the installation of the System. for payment purposes the installation will be considered to be complete even though work may remain to be done by British Telecom the Customer and/or the Customers' sub-contractors. delivery of a NACOSS Certificate of Compliance to the Customer shall be conclusive evidence of the installation date.
- 1.4 **"Contract Period"** is the period from the Installation Date until this Contract is validly terminated in accordance with these terms and conditions or by either party giving the other 3 Months written notice.
- 1.5 **"The Specification"** is the Specification attached to these terms and conditions.
- 1.6 **"The Quotation"** is the Quotation attached to these terms and conditions.
- 1.7 **"Maintenance"** means the periodic servicing of the System by the Company to accord with current British and European standards, NACOSS Regulations and Codes of Practice from time to time in effect,

### PROVIDED THAT

Where necessary the company will carry out repairs including replacing parts.

In the first year parts and labour will not be charged for unless in the Company's reasonable opinion the parts have been damaged by abuse, system misuse or act of God and the opinion of the Company's engineer as to the cause of damage shall be final except in the case of obvious error.

The cost of attending the Premises in response to false alarm calls or alarm calls caused by incorrect operation of the System including Customer failure to properly follow operating instructions or failure to close/secure any window door or other protected point shall be paid for by the Customer.

Labour will be charged for at Company's usual rate.

- 1.8 **"Working Hours"** are between 8.00am and 5.00pm Monday to Friday save for Bank Holidays.

### 2. MANUFACTURERS WARRANTY

If the System has been correctly operated and the equipment fails with no visible damage in normal use within one year of the Installation Date, it will be removed and sent back to the manufacturer for free of charge replacement. We reserve the right to charge a token amount to cover our costs for the required rectification visits, typically 50% of our standard rate.

### SES WARRANTY

If any part of the system due to workmanship proves defective in normal use within 2 years of the Installation Date the Company will rectify it without charge.

### 3. GENERAL

- 3.1 The System remains the property of the Company until the Company's charges relating to the installation including interest (if any) have been paid in full. The Customer agrees that the representatives of the Company may enter the Premises and remove equipment and materials at any time until full payment has been received.
- 3.2 The Company shall sell and the Customer shall buy the System.
- 3.3 The Customer will arrange suitable comprehensive insurance cover for any remote signaling equipment.
- 3.4 All work done by the Company shall be in accordance with the Specification and the Company shall issue a NACOSS Certificate of Compliance to the Customer on the Installation Date.
- 3.5 The Quotation, the Specification and these Terms and Conditions are the whole contract between the Company and the Customer no other terms apply.

# SOUTHERN ELECTRICAL SERVICES

## TERMS AND CONDITIONS

- 3.6 Any variation of this contract must be in writing and must be signed by a Director of the Company and by the Customer.
- 3.7 These terms and conditions do not affect any statutory consumer rights.
- 3.8 The Company may assign all or any of its rights or obligations under this Contract and may use sub-contractors. If the Company assigns the whole of the benefit of this Contract it will give written notice of that assignment to the Customer within one month of any assignment.
- 3.9 The benefit of this contract is personal to the Customer who may not assign it to anyone unless the Company has given written approval for the assignment. The Company will not unreasonably refuse or delay such approval but may require a proposed assignee to provide satisfactory references.
- 3.10 If any payment under this contract has not been paid in full within 30 days from the date of invoice then the Company shall be freed from all its obligations under this contract until full payment is made including any interest charged in accordance with clause 3.11 below.
- 3.11 If a payment due under this contract remains unsettled (in full or in part) more than 30 days after the date of the invoice the Company will charge interest on the unpaid amount and the rate of interest will be 2% per month.
- 3.12 This contract comes into effect on the date it is signed and lasts for a period of one year unless validly terminated within that period as provided for in these terms and conditions. Subject to these terms and conditions the Customer may renew the contract for a further period of one year by giving the Company at least 28 days written notice that he wishes to renew. No refund if the Customer moves house during the first twelve-month Maintenance Period unless new Customer takes up the Maintenance Contract.
- 3.13 If the Customer is two or more persons their obligations under this contract are joint and several.
- 3.14 Any notice required to be served by these terms and conditions shall in the first instance be sent by email with a read receipt and also will be validly served if sent to the addressee's last known address by prepaid 1st class post and [if proof of posting is produced] shall be assumed to have been received on the first working day following posting.
- 3.15 If at any time the Company does not exercise or enforce any of its rights under this contract that non-exercise / non-enforcement shall not be treated as a waiver of such rights nor shall it stop the Company exercising or enforcing the rights at any other time.
- 3.16 This contract shall in all respects be governed by English Law under the jurisdiction of the English Court.
- 3.17 The Customer agrees to the use of the automatic cut out of the external audible alarm as specified and undertakes to notify his insurers accordingly.
- 3.18 The Customer is advised that Police response may be withdrawn in the event of repeated false alarm calls at the Premises.
- 3.19 The Customer is advised that Central Monitoring Services can only be provided where a valid maintenance contract exists. If the maintenance contract is terminated or otherwise invalidated for any reason, then monitoring will cease not more than 30 days later and the Customer shall be sent written notice to that effect.

#### **4. COMPANY OBLIGATIONS**

- 4.1 In consideration of the Customer paying the Installation Charge the Company will install the System.
- 4.2 In consideration of the Customer from time to time paying the amounts [and interest for late payment if applicable] specified on the Company's invoices in connection with work carried out to the System the Company will maintain the System.
- 4.3 If any modification work to the System is required by NACOSS (NSI) or another third party the Company will do the work at the Customer's expense.
- 4.4 During the term of the contract the Company will provide a 24 hour emergency cover service. If the Customer uses the emergency service it will be charged for at the Company's current call out rates.

# SOUTHERN ELECTRICAL SERVICES

## TERMS AND CONDITIONS

### 5. CUSTOMER OBLIGATIONS

During the Contract Period the Customer will:

- 5.1 Provide and pay for a suitable electrical supply to the System.
- 5.2 Arrange and keep in effect comprehensive insurance cover for the Premises including the System and any remote signaling equipment.
- 5.3 Provide and pay all charges relating to signaling for any single or dual path monitoring.
- 5.4 On the Installation Date or an agreed date the Customer (or the Customer's representative) shall attend the hand over of the System and accept the NACOSS Certificate of Compliance from the Company.
- 5.5 Allow the Company to supply details of the System to NACOSS as required by NACOSS regulation 5.1.
- 5.6 Prevent unauthorized access to or interference with the System.
- 5.7 Allow the Company it's employees and agents (including sub-contractors) access to the Premises during Working Hours (and at other times in case of emergency) so that the Company's obligations under this contract can be carried out.
- 5.8 If requested allow access to the Premises during Working Hours for the Company together with NACOSS appointed officers so that the System may be inspected / tested and all NACOSS requirements complied with.
- 5.9 Operate the System with care to avoid misuse and damage to the System and comply with reasonable requests from the Company to keep areas of the Premises clear of stock and stored items to permit the System to work properly.
- 5.10 Promptly notify the Company by telephone/confirmed email of the following:
  - 5.10.1 Any System defect or requirement for maintenance / resetting of the System.
  - 5.10.2 Any actual / proposed alterations to the Premises.
  - 5.10.3 Any sale or other disposal of the Premises.
- 5.11 Pay all sums due to the Company under this contract including any interest charged for late settlement of invoices.
- 5.12 Give full key-holder details to Company and the Police and notify any change of details.
- 5.13 Pay all costs of redecoration or re-instatement including relaying floor coverings arising from the installation and maintenance of the System or any part of it unless it is established that the same arose due to lack of care by the Company its servants or agents and that it was reasonably avoidable. We have assumed there is a clear working space in the loft.

### 6. LIABILITY

- 6.1 The System is designed to reduce the risk of loss/damage. But the Company does not guarantee that the System cannot be neutralised, circumvented or otherwise made ineffective by intruders or unauthorized persons or by improper use. The possible cost of loss or damage which could be caused by intruders or by attack on the Premises is so great in proportion to the sums which can reasonably be charged by the Company for the supply and maintenance of the System that the Company must make reasonable limitations to its liability in this respect.
- 6.2 The Company will not be liable for any loss or damage to the Customer where this is due to burglary theft robbery breaking and entering malicious damage riot commotion act of God or unauthorised entry unless the same is caused by a failure of the System to function or function correctly or because there is to an inadequacy in the installation or construction of the System or unless the Customer has notified a defect to the Company and the Company has not rectified the same within a reasonable time.
- 6.3 The Company shall not be liable in respect of consequential or economic loss or damage howsoever caused.

# SOUTHERN ELECTRICAL SERVICES

## TERMS AND CONDITIONS

- 6.4 If notwithstanding conditions 6.2 and 6.3 hereof liability attaches to the Company in respect of loss or damage howsoever caused arising from burglary theft robbery breaking and entering malicious damage riot commotion act of terrorism or unauthorised entry that liability shall be limited to the total (excluding VAT) of the installation cost and the first year's maintenance charge or a total amount of £1,000.00 whichever is the greater. The Customer agrees to indemnify the Company in respect of any such liability incurred by it to third parties in excess of the said total amount.
- 6.5 For the purposes of this contract and these terms and conditions the expression "howsoever caused" shall include negligence on the part of the Company, its servants or agents and the expression "loss or damage" shall include a liability to indemnify third parties.

### 7. TERMINATION

- 7.1 The Company may end the contract immediately [but is not obliged to do so) by giving written notice to the Customer if any of the following events occur:
- 7.1.1 The Customer does not carry out one or more of the Customer's Obligations under this contract.
- 7.1.2 The Customer fails to pay in full any sums due under this contract within 30 days of the date of the relevant invoice.
- 7.2 On or after the anniversary of the Installation Date any party to this contract may give three months written notice **expiring on any anniversary of the Installation Date** to terminate the contract which shall absolutely determine after the expiry of the said period of notice unless subject to earlier determination under the provisions of these terms and conditions.
- 7.3 This contract will terminate automatically and without notice if any of the following events occur:-
- 7.3.1 The Customer (being a Company) passes a resolution for winding up (other than for amalgamation or re-construction purposes); or has a winding up petition presented against it; or has a Manager or Receiver appointed over its assets and/or undertaking; or if the Customer stops payment or takes similar action because of debt or insolvency.
- 7.3.2 The Customer (being an individual):
- 7.3.2.1 Becomes mentally incapable without having first executed a valid Enduring Power of Attorney.
- 7.3.2.2 Commits an act of bankruptcy or has a receiving order made against him or enters into an arrangement with his creditors.
- 7.3.2.3 The Customer fails to ensure that the necessary arrangements for a secure signaling path are maintained.
- 7.3.2.4 If the System is destroyed or so damaged by fire or other event that the Company cannot reasonably continue to provide its service.

### 8. DAMAGES

If the Customer seeks to terminate this contract except in accordance with the provisions of clause 7 hereof the Company shall be entitled to claim and recover from the Customer under the terms of this contract until such time as the contract is validly terminated together with interest thereon for late payment and any costs and expenses (legal or otherwise) reasonably incurred by the Company as a consequence of the Customer's breach of contract.