

Part 1: Definitions

Company:	CIA Fire & Security Ltd, the designer, installer and / or maintainer of the security system(s).
Client:	The person / organisation being a signatory to this Contract.
Premises:	The Premises in which the system is installed, as defined in the Specification.
Contract:	Acceptance of the quotation, Specification, maintenance and Terms & Conditions defined herein.
Specification:	The design, which defines the level of protection, surveillance or access afforded by the security installation.

Part 2: Payment Terms

2.1 The payment due date is stipulated on the invoice.

- Domestic clients Payment due within 7 days of the invoice date;
- Commercial clients Payment due within 30 days of the invoice date.

2.2 All new work and system additions require a **50% deposit** to be settled prior to site attendance. A deposit invoice will be forwarded to the Client alongside their order confirmation.

2.3 All system costs shall be paid in full on completion of installation. The issue of the Company's Handover Certificate to the Client shall be conclusive evidence of completion.

2.4 On receipt of full payment, the system equipment will become the property of the Client. Until this point, the Company retains full ownership of the system.

2.5 The annual renewal charge includes:

- i) Predetermined annual preventative maintenance visit(s);
- ii) 24 hour telephone technical support (i.e. alarm reset);
- iii) Entitlement to Contracted-Client callout rates;
- iv) Priority response over Non-Contracted Clients.

Non-Contracted Clients will be charged a premium for engineer site visits.

2.6 Annual Renewals, including any alarm monitoring, are to be paid /committed to **annually in advance**.

2.7 The Client must pay the annual renewal and any associated charges monthly, quarterly or annually by **direct debit**.

2.8 The annual renewal charge may increase after the first year (on the anniversary of the start date) in line with the Consumer Price Index (CPI), published by the Office for National Statistics.

2.9 Should invoices remain outstanding after the agreed payment period, CIA reserves the right to charge an administration fee in respect of additional work involved in obtaining payment of the invoice(s).

2.10 Should payment be withheld outside of the agreed payment terms, CIA reserves the right to withhold engineering assistance and / or suspend alarm monitoring with immediate effect.

2.11 Should the Client delay payment on a regular basis, CIA will request all visits be paid prior to engineer site attendance.

2.12 All charges exclude VAT. Where applicable, the appropriate and current VAT will be added and clearly summarised on all submitted invoices.

2.13 The Client is responsible for taxes, fees, charges or false alarm assessments set by the police / other authorities and any extra charges incurred for work performed by them.

2.14 The Client is responsible for paying all replacement parts, repairs or modifications to the system that are needed but not covered by the guarantee; this includes callouts.

2.15 If CIA holds materials for the Client, CIA has the right to invoice the Client for the full amount prior to instalment or supply.

Part 3: Installation / Takeover

3.1 In accordance with the details provided at the time of survey, the Company will endeavour to submit a Specification that is as accurate as possible. On this premise, submitted Specifications are regarded formal quotations, unless the document stipulates it is an estimate.

3.2 The quoted costs may be revised if:

- i) Any alterations or amendments are made by the Client after the quotation has been accepted;
- ii) Any alterations are made to the building prior to installation;
- iii) The Premises are regarded unsuitable for the equipment and this was not apparent from the Company's original system survey
- iv) If any defects are found that are not attributable to CIA.

3.3 Upon verbal / electronic acceptance of a quotation, the Company will email the Client the following items over a number of stages:

- i) Client Pack;
- ii) Order Confirmation;
- iii) Deposit Invoice;
- iv) Work Order and Contract Maintenance Agreement.

3.4 In order for the installation to be scheduled, the Company will require the following:

- i) Work Order and Contract Maintenance Agreement;
- ii) A paid Deposit;
- iii) A signed Direct Debit Mandate.

3.5 Should delays be incurred on-site through no fault of the Company, the Company reserves the right to forward additional charges as necessary.

3.6 All telephone line installation, rental and call charges are the responsibility of the Client. Some signalling devices communicate a daily test call to the Alarm Receiving Centre to check its functionality. This call is charged to the Client by their telephone provider.

3.7 On completion of any installation or takeover, the Commissioning Engineer will educate the designated person(s) of its use; this will be accompanied with an instruction manual on new installations where applicable.

3.8 It will be assumed that all wiring and cabling from previously-installed systems comply with the relevant standards and are in full working order. The Client must notify the engineer if they are aware of any malfunction. Should the system not comply, the quotation will be revised.

3.9 There may be a slight delay in service after the agreed start date while alarm monitoring links are configured and activated. Police response will not be awarded for a minimum of 14 days after handover and on receiving details of two key-holders within 20 minute travelling time of the property (or CIA as key-holder). It must be noted that in these instances the configured response to signalled conditions will be restricted.

3.10 When systems are taken over by the Company, but the systems have not been upgraded in-line with the Company's recommendations prior to the agreed take-over date, the Company will not accept any liability for them under the terms of this Contract.

3.11 The installation will be of suitable quality within the meaning of the Sale of Goods Act 1979 and fit for its usual purposes.

3.12 The Work Order Contract and Maintenance Agreement will commence from the date of Commission and Handover.

Part 4: Preventative Maintenance

4.1 Preventative maintenance comprises of:

- v) Predetermined preventative maintenance visit(s);
- vi) 24 hour telephone technical support (i.e. alarm reset);
- vii) Entitlement to Contracted-Client callout rates;
- viii) Priority response over Non-Contracted Clients.

4.2 Service frequency is dependent on the system. The service type will be specified in the Client's quotation, in accordance with British Standard and European recommendation.

4.3 All parts of the system will be inspected during Preventative Maintenance visits, [the frequency of visits will be determined to maintain system performance and safety.](#)

4.4 The Company's Service Coordinator will notify the Client by telephone, letter or email, when the security system's maintenance inspection is due. A minimum of three attempts to schedule the preventative maintenance visit will be made by the Company.

4.5 Should the Company be unable to reach the Client and the Client does not respond to the Company's reminders that the system service is due, the preventative maintenance will be 'deemed complete' and the service schedule rolled over. No credit will be raised. Should this occur on successive occasions, the Contract, including emergency service response (where applicable) will be suspended.

4.6 Dependant on the Client's renewal anniversary, the Client may receive an Annual Renewal invoice, serving as a reminder that the Contract is approaching its renewal period. The Client is invited to contact the Company, schedule their service visit and settle their renewal invoice (if not on Direct Debit).

4.7 Labour hours, outside of the predefined preventative maintenance calls, will incur extra charges, as will the supply of replacement parts.

4.8 Service visits are pre-scheduled with the Client. Should the Client need to reschedule a planned visit, the Company will require a [24 hour notice period](#) (minimum). Should the notice period fall outside of this parameter, a cancellation fee will be incurred and added to your account.

4.9 In the event of an engineer arriving on site to a pre-scheduled appointment and the Client fails to attend, a note will be left on site and a site visit charge incurred.

4.10 Maintenance services will not extend to:

- i) Modifications or additions to the system or equipment;
- ii) The supply of any specialised access equipment;
- iii) Defects resulting from abuse, misuse, failure to follow operating instructions, electrical storm or power failure or the failure of interconnected equipment;
- iv) Damages caused by war, terrorism, public disorder, fire, water or other liquids, burglary, mining, settling of foundations, expansion of doors or walls etc.;
- v) Any equipment not comprised in the System.

4.11 Service call dockets can be emailed / posted to the Client upon request.

Part 5: Corrective Maintenance / Small Works

5.1 An emergency service facility is available to the Client at all times. Charges vary according to the time of day.

5.2 The Company is located and organised so that a representative can attend the supervised Premises as soon as practicable. For intruder alarm systems, the Company will respond within [4 hours of the request \(unless the Client and Company agree on another time\) or before the system is required to be set, whichever is the longer.](#) In the case of other systems i.e. CCTV, Access Control, the Company undertakes to use all reasonable endeavours to respond to any such request on the same working day or between 08:00 and 16:30 the following working day, if the request is received after 10am.

5.3 During Corrective Maintenance Visits, only parts of the system may be checked, dependent on the reported fault.

- 5.4 In the event of an engineer arriving on site to a pre-scheduled appointment and the Client fails to attend, a note will be left on site and a site visit charge incurred.
- 5.5 In the event of work needing to be done on a system after a fault has been reported (i.e. a callout during the night time hours), if the work including labour and materials needed does not exceed £200.00 and will recover premises security and safety, the Company will complete the work without seeking approval from the Client. The Client will be required to settle the invoice as per the payment terms described herewith.

Should any works exceed the £200.00 limit, approval will be sought from the customer prior to the work being conducted. This will be communicated to the client via telephone or email and will include:

- i) Time already spent on site and the associated cost;
- ii) Time required to complete the work and the associated cost;
- iii) Materials required to complete the work.

Part 6: Warranty

- 6.1 Unless otherwise stipulated in the Specification, the Company will repair and replace faulty parts within 12 months of the Contract start date.

This does not apply to faults / damage derived from:

- i) Misuse of the system;
- ii) Unauthorized tampering;
- iii) Work carried out by a third party;
- iv) Surges, lightning strikes or other mains derived faults;
- v) Attempted burglary / fire;
- vi) Act of God;
- vii) Moisture or chemical damage.

- 6.2 After the warranty period, labour and materials will be chargeable at the Company's standard rate.

Part 7: Liability

- 7.1 The Company will do its utmost to supply and install the system within a reasonable timeframe and to keep all systems operating efficiently.

- 7.2 The Company will not accept responsibility for:

- i) Any loss as a result of equipment not supplied by the Company being connected to the system; this includes batteries not supplied or fitted by CIA;
- ii) Failed signal transmissions to the alarm receiving centre due to reasons beyond the Company's control;
- iii) Power supply failure affecting the system;
- iv) Any cause beyond the Company's reasonable control.

- 7.3 The Company is not an insurer of the Premises, the property or the persons thereon where the System is installed.

- 7.4 The Company has no knowledge of the nature and value of the contents of the Premises in which the system is installed or the nature of the risks to which the Premises or contents may be exposed. The insurance company will specify the required system grade.

- 7.5 The Company limits its liability. The Company's charges are not related to the value of the Premises.

- 7.6 The Company shall not accept liability resulting from:

- i) The Client resetting the security system without the prior knowledge and authority of the Company's appointed Alarm Receiving Centre.
- ii) Withdrawal or modification of Police Response howsoever caused;

- iii) Failure to receive or act upon a signal transmitted to the Company's appointed Alarm Receiving Centre or Remote Video Response Centre from a system other than an Intruder Alarm System or Personal Attack device. In this case, the Company's sole responsibility is to notify the assigned keyholder.
- iv) The client using equipment, including batteries that have not been supplied or fitted by CIA.

7.7 Like all electronic equipment, the system may fail in rare and exceptional circumstances. The Company cannot guarantee that it will be operational at any specific time or for any specific period. The Company will explain the regular tests that can be performed to verify detection equipment is operational between routine maintenance visits carried out by the Company.

7.8 The Client undertakes to:

- i) Give written notice to the Company, within 14 days of any occurrence; this may give rise to a claim by the Client against the Company;
- ii) Give the Company, in writing, full detail of any such occurrence;
- iii) Submit any claim against the Company arising out of, or in connection with, such occurrence, in writing, within 30 days thereof.

Failure of the Client to comply with these undertakings shall absolve the Company from any liability in connection with such occurrence.

7.9 The Company's responsibility ends once the Contract comes to an end.

7.10 This Contract shall be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English courts.

7.11 Please note any costs incurred through legal proceedings will be passed to the Client for full payment.

7.12 Accountable to wood being a natural product, the Company gives no guarantee on any timber items installed i.e. gate post.

Part 8: Contract Termination

8.1 After the 'Initial Contract Term', which is stipulated in your 'Working Order Contract and Maintenance Agreement', the Client may terminate their Rolling Contract by giving the Company at least **three month's written notice**.

8.2 Should the Client request cancellation, they must pay all costs due until the termination date on the **Initial Contract Term**.

8.3 Should the Client wish to cancel the Contract, **no refund will be made available during the Initial Contract Term**. Refunds will be considered for payments incurred after the **Initial Contract Term**.

8.4 If the Client is paying their Contract's service and monitoring costs via direct debit and opt to cancel the Contract inside of the **Initial Contract Term**, the Client must pay all outstanding months in full; that is, to see the Contract period through.

8.5 Should the Client cancel after the **Initial Contract Term**, charges will be refunded for the remaining period, less a **three month cancellation fee**. If a preventative maintenance visit has taken place during the ongoing rolling contract, the refund calculated will take into account any works performed by CIA.

8.6 Any cancelled Contract must be confirmed in writing by the Client.

8.7 The Company may end or suspend the Contract if any of the following apply:

- i) The Client fails to make a payment;
- ii) The Client commits a serious breach of the Contract;
- iii) The Client enters into Administration;
- iv) If legal proceedings are taken against the system or the Client's Premises;
- v) If the Client fails to follow recommendations the Company make for repairing or replacing faulty or old parts of the system;
- vi) If the Client changes the Premises and the Company believes it to be no longer practical for the Company to provide their services.

8.8 The security system, whilst not actively used, still has a number of working components liable to trigger. With this in mind, CIA recommends the system be down-powered by an engineer. This is particularly important if the system is fitted with a

communicator that utilises the telephone path to transmit signals to an alarm receiving centre (ARC). Regardless of the communicator being cancelled at the ARC, without the device being deactivated by an engineer, the alarm signalling device will continue to make test calls to the ARC, chargeable to you at your telephone provider's rate. Should you not wish to appoint an engineer to down-power the system, signalling can be disconnected by your telephone provider at your request.

Part 9: Company Responsibilities

- 9.1 The Company shall install the System detailed in the Specification and in accordance with the terms of this Contract and recommendations contained in the appropriate British Standard Institutes Specification. The Company may make reasonable variation thereto without liability for deviation there from.
- 9.2 System and component standards are liable to change as new regulations are enforced / upgraded / amended. The Company will be proactive in introducing these changes, seeing a transition period of no less than 12 months for system standard alterations and 24 months for component standard changes.
- 9.3 All of the Company's repairs, inspections and installations will take place during normal working hours (Monday–Friday 08:00–16:30 excluding Bank Holidays and Weekends). Where required, the Company will visit the Client outside these Contractual times; however, there may be an extra charge, either confirmed prior to a scheduled visit or featured within a quotation.
- 9.4 The Company's engineers will ensure their work space is left clean and orderly with all packaging materials disposed on completion. The Company will dispose of any replacement parts unless the Client specifically requests to keep them.
- 9.5 The Company reserves the right to use subcontract labour in execution of any works that the Company should deem necessary or appropriate.
- 9.6 The Company reserves the right to revise this Contract if accepted three months from the date of submission for all new installations and takeovers and 30 days from the date of submission for all corrective / remedial works.
- 9.7 The Company will repair any damage caused by its engineers during the course of work. The Company will not, however, be responsible for damage caused to floor coverings that are not moveable (glued or nailed permanently to the floor). Whilst the Company will make every effort not to mark the building during contracted work, no rectification or improvement to decorative features following this work is included in the Company's quotation.

Part 10: Client Responsibilities

- 10.1.1 If the Client is a partnership or consists of more than one individual, the obligations of the Client under this agreement are joint and several.
- 10.1.2 The Client shall, throughout the term of this Contract:
 - 10.1.3 Set out, in writing, any required variation or addition; this will be charged separately.
 - 10.1.4 Use and operate the System with suitable care so as to preserve its correct operation and efficiency.
 - 10.1.4.1 Not adjust, alter or interfere with the System or any part thereof, nor allow or permit any person other than a Company representative, bearing the Company's official warrant card, to have access to the System equipment.
 - 10.1.5 Promptly notify the Company of any defect appearing in the System and permit the Company to take reasonable steps regarded necessary to remedy such defect or maintenance.
 - 10.1.6 Promptly notify the Company of any structural / layout alterations to the Premises.
 - 10.1.7 Promptly notify the Company should the System need resetting, thus stating the reason(s) behind any alarm notification.
 - 10.1.8 Permit safe access to site and ensure easy, well-lit access to the equipment and adjacent areas if the Company is required to remove or work on it.
 - 10.1.9 Provide live electrical and telephone connection facilities in order for the Company to install the system, accompanied with safe and appropriate power supplies.

- 10.1.10 Pay the utility bills that the system requires to operate.
- 10.1.11 Provide the Company with at least two keyholders / or one professional keyholding Company such as CIA.
- Keyholders shall:
- i. Be trained to operate the alarm;
 - ii. Be contactable by telephone;
 - iii. Have adequate means of transport to attend the Premises at all hours;
 - iv. Shall have access to all relevant parts of the Premises;
 - v. Shall be able to attend within 20 minutes of being notified.
- 10.1.11.1 Should CIA be appointed as keyholder, the Client must provide a full key set (and associated fob(s)) to permit safe and swift access to the premises. In the event of a key not being provided, CIA will prompt the Client by telephone and writing, up to one month of CIA being elected, after which time, the Client will be notified that CIA are not able to respond and that an alternative responder must be appointed.
- 10.1.12 Retain up-to-date records of all keyholders. The Client is responsible for notifying the Company of any change.
- 10.1.12.1 Keep risk assessments fully up to date, completing the required documentation to endorse this evaluation; that is, should any risk change or be introduced, the Client must alert the Company, who will in turn notify the police. It is the Client's responsibility to obtain any necessary permission and consents from landlords, local authorities and public utilities and to inform all relevant members of any changes to the risk assessment.
- 10.1.13 Notify the Company in advance of any potential health and safety risks. This is to ensure suitable measures can be implemented to ensure a safe working environment.
- 10.1.14 Be responsible for ensuring all effected persons and system users are instructed on all relevant sections of local police force policies.
- 10.1.15 Notify the Company on receipt of any communication received from the Police / Fire Authorities, giving a warning that response is to be modified or withdrawn.
- 10.1.16 Comply with the requirements of the local Police / Fire Authorities.
- 10.1.17 Be responsible for the payment of a Unique Reference Number (URN), a requirement defined by The National Police Chiefs Council (NPCC) that awards a Premises Police Response.
- 10.1.18 Ensure any external sirens do not cause a nuisance as defined under the Control of Pollution Act 1974.
- 10.1.19 All vegetation must be removed to enable a clear, unobstructed view when equipment such as CCTV cameras or gate automation is fitted / serviced.

Part 11: Alarm Response Officer Bodycam Use

- 11.1 CIA's keyholding service requires Alarm Response Officers (ARO) to attend client property, gain access using the keyset provided, and investigate the reason behind the alarm activation. CIA's guards are suitably licenced, are provided with logoed uniform, high visibility vehicles, trackers and man down units. To enhance both ARO and client safety, each ARO will wear a bodycam, 'a hands-free' video recording device that is worn on the body. When the bodycam is activated, the device will record a video feed of what is presented to person wearing the device i.e. what they discover / the action they take.
- 11.2 The body cam will only be activated in situations were our trained AROs believe them necessary i.e. there is a perceived threat of evidence of a break in.
- 11.3 Should a recording take place, the client to which the recording relates to, will be notified via the Callout sheet provided / left by the ARO.
- 11.4 Should the client require a copy of the recording; they must request this detail in writing. The recording will be made available to the client as soon as practicable.

- 11.5 Where necessary i.e. there is valuable footage that could assist with an inquiry, the footage will be stored on CIA's secure server.
- 11.6 All bodycams will be encrypted so footage is only viewable on designated compatible devices.