

Commercial Security System Installation Monitoring and Maintenance Agreement



Agreement No.

Customer's Name				Trading as			
Limited	PLC	Sole Trader	Partnership	Telephone No. Which system will use:			
Company Registration No.		If Solo Trader/Partnership Partnership's Name(s)		Date(s) of Birth			
Contact Numbers		Work	Mobile	Fax	Email		
Address for the system		No. and Road	Town	County	Postcode		
Invoice Address		No. and Road	Town	County	Postcode		

General

This is an agreement between Eagle Security Solutions Ltd and the customer above. We will provide our services under the terms and conditions in this document. Please read all the terms and conditions carefully before you sign. **This agreement is for a fixed period of 12 months from the start date which is defined opposite.**

You must sign a credit finance agreement if you choose to obtain the system under a lease or hire purchase as opposed to an outright purchase.

Our Equipment and Installation Charges

Equipment and Installation (as stated in the quotation or design proposal)	£	<input type="text"/>	Excl. VAT
Additional Equipment Cost:	£	<input type="text"/>	Excl. VAT
Connection Charge:	£	<input type="text"/>	Excl. VAT

Our Service and Telecommunications Charges

Alarm Monitoring & Comprehensive Maintenance	£	<input type="text"/>	Per month excluding VAT
Telecommunication charge (redcare, redcare gsm or Dualcom)	£	<input type="text"/>	Per month excluding VAT
Annual Service/Annual Service Plus (delete as appropriate)	£	<input type="text"/>	Per month excluding VAT
CCTV Monitoring	£	<input type="text"/>	Per month excluding VAT

System and Services

SYSTEM				MONITORING				MAINTENANCE			
Intruder	<input type="checkbox"/>	Monitored	<input type="checkbox"/>	Digi Comm	<input type="checkbox"/>	Webway	<input type="checkbox"/>	Comprehensive	<input type="checkbox"/>		<input type="checkbox"/>
CCTV	<input type="checkbox"/>	Voice Dialer	<input type="checkbox"/>	Redcare	<input type="checkbox"/>	Emizon 21	<input type="checkbox"/>	Annual Service Plus	<input type="checkbox"/>		<input type="checkbox"/>
Access	<input type="checkbox"/>	Audible Only	<input type="checkbox"/>	Dual Comm	<input type="checkbox"/>	Other	<input type="checkbox"/>	Annual Service	<input type="checkbox"/>		<input type="checkbox"/>
Fire	<input type="checkbox"/>	Other	<input type="checkbox"/>								

Before you sign

- You must continue with this agreement for at least the fixed period (which is stated above) - see condition 10.1 over the page.
- Please read the whole of this document and check that all the details above are correct. You should only sign this agreement if you are prepared to keep to its legal terms and conditions.
- We may carry out searches about you at credit reference agencies to obtain information about your status and credit scoring in order to assess our credit risk.
- If any of the equipment is hired as opposed to being bought outright by you, a Lease or Hire Purchase Agreement must be signed by you.

Your signature - if there is more than one customer, you should both sign.		Signature on behalf of Eagle Security Solutions Ltd	
<input type="text"/>	Date	<input type="text"/>	Date
Please print name (s)		Please print name	
<input type="text"/>	Position	<input type="text"/>	Date

Important - you should read this carefully

General - Once you have signed this agreement the following will apply:

- You will legally have to keep to its terms. You should read it carefully before signing. If there is anything which you do not understand, please ask before you sign.
- You have confirmed that you have read the terms and conditions in this document which are part of this agreement.
- You have acknowledged that your personal details (and those of your keyholders) may be held on the police, fire or other authority computer files under the conditions of the Data Protection Act 1988.
- You must tell us of any changes in such details immediately. We have the right to share your details with credit reference agencies so we can assess our credit risk. See also condition 11.3 over the page.

Limitation of liability - The most we will be prepared to pay for loss of any kind shall be limited to the amount specified in our business insurance schedule covering installation of alarm systems, CCTV and access control, a copy of which can be seen in request.

- **You must continue with this agreement for at least 12 months, see condition 10.1 which is subject to condition 10.2**

Definitions

When the words listed below appear in this document, they have the following meanings:

Eagle	Eagle Security Solutions Ltd	Routine Inspection	The visits which we make to your premises to inspect part of the system in each 12 month period from the start date. We will decide on the timing of such visits.
Alarm Receiving Centre	The place to which signals from the system are transmitted and are monitored.	Services	The services which we provide under this agreement, further details of which are given in the box below.
Emergency Response	The procedures the police or another authority carry out when the Alarm Receiving Centre tells them that a signal has been received from the system.	Specification	The document setting out details of the system and our services. This will include any amendments and instructions we issue to you from time to time.
Extra Charges	The extra charges referred to in conditions 8.3 to 8.7 over the page.	Start Date	For new system, this is the date our engineer completes the installation of the system. For systems which have previously been installed at your premises, this is the date our engineer completes the inspection and testing of the system.
Fixed Period	The period of the agreement, 12 months from the start date.	System	All equipment installed by us including wiring (but see conditions 6.4 (d) (ii) software and anything we install when we carry out repairs.
Keyholder	A person or third party you have chosen to hold the keys to your premises if we tell them that the Alarm Receiving Centre has received a signal from the system.	URN	The unique reference number issued by the police when they have accepted that the details of the premises are correct and when the system qualifies for police response. The police will charge you for the issue of the URN and will take no steps until you have paid such charges to them. See also conditions 1.4 over the page.
Normal Working Hours	9 am to 5 pm, Mondays to Fridays, except public holidays.	VAT	Value Added Tax as currently charged by the UK Government and the rate is subject to revisions by the government.
Premises	Your business or other buildings, or premises where the system is installed.	We, Our, Us, Installer	Eagle Security Solutions Ltd.
Redcare/Redcare GSM	A service of monitoring telephone lines provided by British Telecommunications plc. It is designed to detect line faults, line cuts or tampering with telephone lines.	You	You the customer(s) with whom we make this agreement.

Maintenance Service Level

Comprehensive Service: available only in addition to monitoring services and it covers the following:

- two routine inspection visits to the system per year by us during normal working hours;
- Remote resets: i.e. where our ARC reset the system in conjunction with the customer over the telephone;
- any repairs which are found necessary as a result of faulty equipment.
- any repairs as a result of normal wear and tear of the system parts.
- The repairs above do not apply where any of the circumstances in conditions 8 overleaf apply

Annual Service: covers one service visit by us in a year, during normal working hours, to carry out full inspection checking, minor system adjustments and testing. It does not include parts and repair costs.

Annual Service Plus: covers one service visit by us in a year, during normal working hours, to carry out full inspection checking, minor system adjustments and testing; plus one additional call out during normal working hours within one year of the start of the agreement. The customer will be charged for parts and repair costs which may apply.

DISTRIBUTION: WHITE: Office File **BLUE:** Customer

Eagle Security Solutions Ltd. Registered in England No. 4395406
Registered Office: 162 Trafalgar Road, London SE10 9TZ

Terms and Conditions

You should read these terms and conditions carefully before you enter into a contract with us for us to supply and install a security system in your home and/or provide you with a monitoring and maintenance service.

1. What we will do

- 1.1 We will supply and install the security system as specified in this Agreement to the required British/European Standards and in accordance with NSI codes of practice.
- 1.2 We will endeavour to install the security system within 60 days of the start date of this agreement or as otherwise agreed with you in writing. However we will not be liable for any delay in installation caused by you or for any reasons beyond our reasonable control.
- 1.3 We will provide 24 hour response to an emergency call out, or to the fact that an engineer should, under normal circumstances, attend within 4 hours.
- 1.4 If we install and maintain your security system under this agreement, we will carry out routine inspection visits to the system during normal working hours in accordance with your chosen service plan. We may carry out remote maintenance of your system if it is connected for remote monitoring by us and you agree to us to do so. We will repair the system during normal working hours when you ask us to do so. We will not charge you for the repair if it is covered by our guarantee in condition 5 and if it is covered by the service level you have chosen. You must pay us for all other work and visits.
- 1.5 If we maintain your security system installed by others, we will, prior to the commencement of this agreement carry out a status check on your system at the agreed service charge and report any defects and cost of repair to you. This maintenance agreement shall only come into force after the reported repair work has been carried out on your system. You must pay us the agreed service charge notwithstanding the maintenance agreement coming into force or not.
- 1.6 If we monitor your security system, we will through our Alarm Receiving Centre receive signals from your system, notify the nominated key holders of alarm activation and also notify the police, fire service or other authorities subject to your having the approval or permission of these authorities in place. We will monitor your security system for keyholder response only if you have chosen the service level overleaf or if you do not have and keep the approval of the police, fire service or other Authorities under condition 2.1

2. What you must do

- 2.1 You must allow us access to your premises to install and maintain the security system and to disconnect the system after this agreement has ended. You must allow us access to your premises to remove the system after this agreement has ended due to your failure to make full payment for the security system. You shall move any materials and objects obstructing access to install and maintain the system or any part of it.
- 2.2 You must provide information about you, your premises, your keyholders and any other relevant information so that we can provide the services. You must inform us in writing of any changes to this information. You must notify your keyholders that we will contact them and may need to write to them.
- 2.3 You must provide and maintain a dedicated 240 volt AC unswitched power supply to the security system. The power supply must be installed by an approved electrician to relevant regulations and must be safe. You must also provide and maintain an active telephone line with outgoing call feature at your premises in order for us to connect your system for monitoring by our remote central station.
- 2.4 You must use your best efforts to ensure that your premises and any equipment you provide, including power supply source are safe and without risk for our employees and agents to carry out our duties under this agreement. You must also tell us the location of any concealed pipes and wires which may affect the system and the services and about any known risks and any hazardous materials at your premises.
- 2.5 You must operate the system in accordance with the requirements of the specification and operating manual and any other instructions we issue to you from time to time. You will be responsible for the cost of any repair work on the system and compensate us against all liabilities, claims, losses or expenses we suffer because you or others have failed to use the system according to the specification or operating instructions or as a result of the connection of the system to any equipment or device not supplied by us.
- 2.6 You must notify us at once of any defect or faulty in the system; if anyone tampers with the system; if any part of the system is damaged or removed; or if the system has been subjected to any unusual or environmental conditions.
- 2.7 You must pay your telephone, electricity and other utilities bills which the system requires to function properly and so that the services are not affected.
- 2.8 You may need the approval or permission from the fire service, police or other authorities to allow us to provide the services. You must make any necessary agreement with these authorities; provide any information they need; pay for the relevant approval or permission; maintain their approval or permission at all times and inform us in writing as soon you find out if any approval or permission is amended, suspended or terminated.

3 What you must not do

- 3.1 You must not permit anyone (including the Customer) other than the Installer to test, adjust or reset or interfere with the installation or any part thereof. In the event of a breach of this provision, the Installer shall be entitled to terminate the Maintenance Contract forthwith upon its discovery.
- 3.2 You must not transfer or assign any of your rights or obligations under this agreement.

4 The purpose of the security system

- 4.1 The system is designed to reduce the risks of loss or damage to your premises so far as this can be done by the use of this type of equipment. However we do not guarantee that the system cannot be removed, tampered with or made to stop working by you or any unauthorised person. If this happens, we are not responsible for any losses you may suffer directly or indirectly.
- 4.2 We do not guarantee that:
 - a) particular losses or injuries will be prevented by using the system; or
 - b) that the system will work continuously and without errors, in particular where interruptions or errors are due to something beyond our reasonable control.
- 4.3 The system, like all mechanical and electronic devices, can develop faults.
- 4.4 We do not know the value of your premises or its contents and the purpose of this agreement is not to act as insurer of your premises or your contents.

5. Guarantee

- 5.1 We guarantee the security system for a period of one year from the completion date. During the guarantee period, we will repair faults in the system at our own expense and in accordance with your service plan. This guarantee does not apply to matters stated in conditions 5.2 and 5.3
- 5.2 The guarantee in condition 5.1 does not apply to equipment installed at your premises prior to you signing this agreement.
- 5.3 The guarantee does not apply to faults caused by the following:
 - a) Incorrect adjustments or positioning by you or others of electrical equipment or devices.
 - b) Consumable items of all kinds failing. Consumable items are items with a finite life such as batteries, lamps or bulbs, communication chips, video recording heads and monitor tubes.
 - c) Work carried out by the police, fire or other authorities or by telecommunication agency or other party.
 - d) Damage resulting from misuse or negligence by you or others, fire, electric storm, dampness, flood or any kind of natural disaster.
 - e) The circumstances referred to in conditions 8.4

6. Our Liability to you

- 6.1 We accept responsibility for death or personal injury caused by our failure to take reasonable care or to use reasonable skill. For all other liability, the most we will pay for loss of any kind shall be limited to the amount specified in our business insurance schedule covering installation of alarm systems, CCTV and access control, a copy of which can be seen in request.
- 6.2 Apart from the responsibility accepted by us under condition 6.1 for death and personal injury, in all other situations we do not accept responsibility for any indirect loss which depends on us having special knowledge of your affairs which we would not normally know, even if the loss is due to our fault.
- 6.3 We are not responsible for the following:
 - a) Loss due to the acts or neglect of any other person including you, the telephone or internet provider, police, fire service or other authority or individual. None of these is our agent for any purpose.
 - b) Delays, interruptions or suspensions in providing the services, which are due to any other person including you, thing or event which we could not reasonably be expected to prevent.
 - c) Loss or damage due to the fact that equipment or cabling not supplied by us is connected to or installed near to the system.
 - d) Damage unavoidably caused to decorations, fittings and the like at the premises as a result of us providing the installation and maintenance services.
 - e) Losses due to you failing to follow our recommendations in condition 7, or given at any time for additional equipment, repairs or any other work required to the system.
 - f) Losses resulting from:
 - (i) the police, fire or other authority failing to act in accordance with emergency response;
 - (ii) a signal transmitted to the Alarm Receiving Centre not being received by us for reasons beyond our control; or
 - (iii) the failure of any cables or wiring installed within the fabric of the premises or buried underground prior to the start date;
 - (iv) the activation of a circuit breaker which affects the power supply to any part of the system; or
 - (v) any other cause beyond our reasonable control and not caused by our lack of reasonable care.
- 6.4 Our responsibly stops if the agreement is brought to an end or the services are suspended under condition 10

7. Our recommendations to you

- 7.1 In view of the purpose of the system in condition 4, the limits of the guarantee in condition 5 and the limits of our liability to you in condition 6, we strongly that you should take out separate insurance to cover your premises and the persons at and the contents of your premises.
- 7.2 We recommend that you consult with your telephone line provider before you connect any other equipment to the same line which the system connects to and that you use an enhanced signalling system such as BT Redcare or Dualcom, which is designed to detect line faults, line cuts or tampering with a telephone line.

8. What it will cost you

- 8.1 You must pay the equipment and installation charges exclusive of VAT, as agreed with us when you placed the order or accepted our quotation.
- 8.2 If you ask us to provide monitoring and/or maintenance service, you must pay the service charge exclusive of VAT at the current rate, each month, quarterly or annually in advance.
- 8.3 You are also responsible to pay for the following extra charges which may occur during this agreement:
 - a) Installation and rental charges for connection facilities between the system and the Alarm Receiving Centre
 - b) Taxes, fees, charges or false alarm assessments set by the police, fire or other authority due to the installation or operation of the system.
 - c) The cost of adding additional equipment or service to the system at your request after the start date.
- 8.4 You must also pay us extra charges at our rates for labour and materials current at the time where the following apply:
 - a) Faults are caused by you or any other person, thing or event which we could not reasonably be expected to prevent.
 - b) The specification or service level says there will be a charge.
 - c) You ask us to change the system or we need to change it because of alterations in your premises.
 - d) You have asked us to visit your premises outside normal working hours for reasons due to any of the circumstances in condition 8.4
 - e) You break one of the conditions of this agreement.
 - f) You, your keyholder or someone else, equipment or devices which we have not installed have caused a false alarm or a failure of the system.
 - g) There is a problem on the telephone line or connection.
 - h) The activation of a circuit breaker affects power supply to any part of the system
 - i) Rodents, other animals or insects cause damage to or activation of the system.
 - j) Adverse weather conditions cause damage to or activation of the system.
 - k) You have reported a fault on the system and asked us to visit your premises only for our engineer to discover there is no fault but the system requires a manager reset which you had failed to carry out.
- 8.5 Unless we agree to do so, the charges do not include any work involving carpet laying, concealing cables, redecorating, plastering, building or carpentry work.
- 8.6 If this agreement is brought to an end by either you or us, you will owe us the charges and any other money due to us but not paid at the end of the agreement.
- 8.7 If you have already paid us more than the amount due to us at the end of the agreement, we will refund any overpayment to you.

9. Method and timing of payment

- 9.1 You must pay the equipment and installation charges by cheque, credit card or bank transfer in the form of fifty percent initial payment when you placed the order and before work commences; and full payment when the installation is complete.
- 9.2 You must pay the service and telecommunication charges monthly in advance by direct debit; quarterly or annually in advance by cheque, credit card or direct debit.
- 9.3 You must pay to us all other amounts due to us within 14 days of the date of our invoice or our request for payment.
- 9.4 We expect you to pay promptly. If payment to us is overdue, we will charge you interest, from the date of our invoice or request for payment until the date you pay, at 3% over base rate of Barclays Bank plc. If you refused to pay to us the money due to us including interest, after 33 days from the date of our invoice or request for payment, we will transfer the payment collection to our debt collection agency. We will charge you the additional cost of the debt collection service and any legal and court fees as may apply.
- 9.5 We do not accept post-dated cheques.

10. Ending the agreement

- 10.1 Unless the agreement ends under conditions 10.3 or 10.4, this agreement will last for the fixed period of months indicated overleaf from the start date and will continue unless it is terminated in accordance with the terms of this agreement.
- 10.2 You or we may end this agreement by giving at least 3 month's notice in writing to the other party to expire at the end of the fixed period or at any time afterwards.
- 10.3 You or we may end this agreement immediately if:
 - a) the system or the Alarm Receiving Centre are destroyed or so badly damaged that we cannot reasonably continue to provide the services;

- b) We cannot arrange or keep the telecommunications facilities needed to transmit signals between your premises and the Alarm Receiving Centre.
- 10.4 We may end this agreement if any of the following apply:
 - a) You fail to make payment under condition 9.
 - b) You commit any breach of this agreement which can be corrected by you, and you failed to correct the matters within 30 days of our telling you that you have broken the agreement and must put it right.
 - c) If, being an individual, you die or become bankrupt or if a receiving order or administration order is made against you.
 - d) If, being a partnership, the partnership is dissolved.
 - e) If, being a company, an order is made or you pass a resolution for winding up or the company is dissolved.
 - f) If any legal proceedings are taken against the system or your premises or any part of the premises.
 - g) If for any reason which is or should be within your control, there is excessive number of false alarms.
 - h) If you change your premises in such a way that we believe it is no longer practical for us to carry on providing our services.
- 10.5 If the agreement ends, we will stop providing our services; and we may disconnect the system to prevent signals being transmitted to the Alarm Receiving Centre. We may also take further action against you if you have broken this agreement.

11. General

- 11.1 We may hand over all our responsibilities under this agreement to another company or transfer any rights under it. We may also employ others to carry out our tasks. This will not reduce your rights under this agreement.
- 11.2 If you have made this agreement together with someone else, you are liable both jointly and individually to us.
- 11.3 Data Protection Act 1998 and the Information Commissioner's CCTV Code of Practice Owners and operators of CCTV systems should be aware that they may be subject to the provisions of the Data Protection Act 1998 if they record and process images of individuals captured on a CCTV system. Generally speaking the Act does not apply to installations installed in domestic premises by individuals for home security purposes. However, if the CCTV system is installed in commercial premises then a data controller may have to be appointed and you may need to annually register with the Information Commissioners Office (www.ico.gov.uk.) Additional where such systems are used to identify and monitor individuals and information is recorded and stored for subsequent use or processing, then it may be also necessary to ensure compliance with the ICO CCTV Code of Practice that can be readily downloaded from the Information Commissioner's website. Organisers should be aware that the principals of the Data Protection Act are not limited to circumstances where a data controller can attribute a name to a particular image. If images of distinguishable individual's features are processed and an individual can be identified from the image, they are sensitive personal data that fall under the provision of the Data Protection Act.

We may pass on the information you have given to us under this agreement to the police, fire or other authority and, except for security details, to credit reference and debt collection agencies or public telecommunications agency.

- 11.4 Noise Pollution - To ensure that the external alarm bell does not cause a nuisance as defined by current Noise Pollution legislation from time to time. Arrangements must include an automatic device, limiting bell noise to 15 minutes and for two key holders to be available within this time [current legislation includes London Local Authorities Act 1991, Environmental Protection Act 1990, Control of Pollution Act 1974 Scotland, Noise and Statutory Nuisance Act 1993]
- 11.5 This agreement is governed by the laws of England and Wales.
- 11.6 We intend that all the conditions of this agreement are in this document.
- 11.7 If you or we want to change the conditions of this agreement, it must be done in writing and signed by you and by one of our directors.
- 11.8 If we do not insist on the strict conditions of this agreement, we may still enforce all the conditions against you on other occasions. If you break a condition and we do not take any action against you, it does not mean that we will not take action against you if you break it again or continue with same breach without putting it right, or if you break any other conditions.
- 11.9 If a court finds that part of this agreement is not enforceable but can be kept separately from the rest of the agreement, this will not affect the remainder of the agreement.

**Eagle Security Solutions Ltd, Registered in England No. 4395406
Registered Office: 162 Trafalgar Road, London SE10 9TZ**