

PART I INSTALLATION

1. (a) This agreement is between Chevron Alarms Limited (the Company and the above named customer. (the Customer).
(b) The 'Control Equipment' is equipment necessary for operating, opening/ closing, enabling/disabling and testing the system, and for actuating signalling equipment.
(c) The 'Communication Unit' is a device which automatically initiates a request for police, fire brigade or keyholder assistance via a telephone line and/or mobile telephone/mobile data or Internet Protocol (IP) LAN/WAN network.
(d) The 'System' consists of the detection devices, circuit/zone equipment, control equipment and notification/signalling equipment, detailed in the System Specification. The company sells to the customer the complete installation.

PART II TERMS OF PAYMENT

2. (a) The cost of the installation:-
Shall be paid to our engineer on completion of the System at the point of handover. Where a Communication Unit is incorporated, every endeavour will be made by the company to ensure that delays are not incurred in providing the necessary monitoring link but no responsibility will be accepted by the company for delays arising from any reason whatsoever. In the event of a delay, the company will complete the installation of the system (except the Communication Unit) and the customer hereby agrees to pay the relevant installation, and maintenance charges. At such time as the police/fire brigade call unit is installed and operating, the customer hereby agrees to pay the relevant installation, and maintenance charges. The cost of additions to, or extensions of, the system shall be paid on completion thereof.
(b) Emergency Service charges are to be paid on invoice.
(c) Goods net cash.
(d) Title to the installation shall not pass to the customer until payment of all installation costs and charges shall have been made to the company by the customer, and the company shall be entitled to withhold delivery of all control keys/codes/fobs to the system until payment shall have been made as herein before provided.
(e) Equipment installed or awaiting installation and all other property of the company at the customer's premises shall be at the sole risk of the customer. The customer is liable to pay to the company within 30 days the full cost of any necessary repair or replacement of such property or equipment of the company as a result of theft, burglary, malicious damage, fire, water, storm or tempest or structural defect or any cause outside the control of the company. The customer shall insure the same against all normal risks under a comprehensive insurance policy to the full replacement value.

PART III CUSTOMER'S OBLIGATIONS

3. The Customer:-
Shall be responsible for obtaining and paying for all necessary consent for the installation of the system and shall give to the company access to the premises at all reasonable times for the purpose of doing anything which the company is entitled to do under this contract. The customer acknowledges that it may be necessary for some maintenance work to be carried on outside normal working hours.
4. Agrees to pay your Telecommunications or Internet Service provider such charges as may be made by them for the connection of the system to the telephone network and/or your internet service, and for the maintenance of this equipment by your Telecommunications or Internet Service provider. This may include any additional charges levied by the company in respect of costs incurred for the installation of a Telephone Line Block Terminal or Data Connection point for connection of the Intruder alarm, Fire alarm, CCTV or other Security related system to the Alarm Receiving Centre or other monitoring device. i.e. Speech Dialler, Text Messaging/Push Notifications.
5. Shall not allow any person to have access to the system other than a representative of the company bearing the company's warrant of access.
6. Shall notify the company forthwith (confirming such notice in writing) of any defect appearing in the system and shall permit the company to take such steps as it shall consider necessary to remedy such defect.
7. (a) Is responsible for ensuring that any external sounder does not cause a nuisance as defined under the Control of Pollution Act 1974. In the instance of Intruder Alarms, arrangements should be made to fit an automatic timing device to limit sounder noise to 15 minutes, with the knowledge of any insurer concerned, and to have two keyholders available within this time under any circumstances.
(b) In the instance of Fire Alarm Systems, The Regulatory Reform (Fire Safety) Order requires that a site responsible person / Manager are appointed by the customer.

PART IV COMPANY'S OBLIGATIONS

8. All works carried out by the company shall be in accordance with the terms of this contract. If the customer requires any variation or addition, it must be set out in writing, and will be charged for separately.
9. Prices herein are based upon costs ruling at the date hereof, and these charges will apply for 30 days from this date. After this it is agreed that any increase in costs of labour and/or material shall be borne by the customer and shall not give rise to any right to cancel this contract if accepted beyond three months from date of submission.
10. The system shall be guaranteed for one year from the date of completion of installation for free replacement or repair of parts provided that no fault will be remedied which arises through negligence or wilful act of the customer, his servants or his agents, including without prejudice to the foregoing generality damage to or loss due to attempted burglary, fire, flood, riot, civil commotion, strikes or lockouts, accidents or misuse including structural alterations, moisture, dampness, chemically composed paints or the act or neglect of any person other than an employee of the company. An attendance charge may be made for each visit.
11. The installation, commissioning and maintenance will be in accordance with the relevant British or European Standards and/or Code of Practice as detailed on the system specification.
12. The company shall during the subsistence of this contract operate an emergency service in accordance with the relevant standard and/or Code of Practice.

PART V COMPANY LIABILITY

13. The company has no special knowledge of the nature and value of the contents of the premises in which the system is to be installed or of the nature of the risks to which the premises and their contents will from time to time be exposed. The company therefore limits its liability as set out below.
14. Although the system is designed to reduce the risks of loss and/or damage the company does not represent or warrant that the system may not be neutralised, circumvented or otherwise rendered ineffective by intruders or other unauthorised persons and in such event no liability shall attach to the company in respect of any loss or damage sustained by the customer howsoever caused.
15. The company shall have no liability to the customer for any consequential or financial loss, damage, costs, expenses or other claims for compensation arising from the product, and/or services, or from their late arrival or none arrival, or any other fault howsoever caused, except in respect of death or personal injury resulting from the company's negligence or negligence on the part of its servants or agents.
16. The company shall not be liable in respect of any loss or damage sustained by the customer arising from burglary, theft, robbery, breaking and entering, fire, malicious damage, flood, riot or commotion or any unauthorised entry where the same is due to the failure of the system to function or to function correctly or to any inadequacy in the design, installation or construction of the system howsoever caused.
17. If, notwithstanding conditions 14, 15 and 16 hereof, liability attaches to the company in respect of loss or damage howsoever caused and arising from burglary, theft, robbery, breaking and entering, fire, malicious damage, flood, riot or commotion or any unauthorised entry that liability shall be limited to an amount as specified in the company's insurance schedule covering electronic security systems and fire alarm systems. The company has provided limited insurance cover for itself with indemnity for claims made against it in respect of accident, injury, loss or damage. Cover also extends to failure to perform and wrongful advice given unwittingly. A copy of the relevant insurance schedule is available to the customer upon request.
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. If the customer wishes to increase the maximum amount of such limitation of liability the customer may obtain from the company a higher limit of liability to be agreed with the company upon payment of such additional amount as the company shall require.
18. 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.
19. The company will not accept any liability arising from the withdrawal or notification of the Emergency Response services.
20. The limitations of liability referred to in this contract are subject to the provisions of the Unfair Terms in Consumer Contracts Regulations 1999, The Unfair Contract Terms Act 1997 and/or The Consumer Rights Act 2015 in so far as they may apply to the customer where he is a consumer or otherwise as the case may be. Where pursuant to the aforesaid legislation the conditions may be deemed unreasonable by any competent court the said condition shall where possible be curtailed or modified in such a manner as would make it reasonable.

PART VI GENERAL

21. Notwithstanding Condition 2 hereof, the company reserves the right to require payment of up to 50 per cent of the installation price prior to commencement of the installation.
22. In the event of the customer making default in payment of any of the charges herein or committing any breach of the provisions of this contract the company may in its absolute discretion immediately determine this contract whereupon all obligations and liability on the part of the company hereunder shall immediately cease without prejudice to any right of action or remedy of the company to recover any sum due or owing under the terms of this contract at the date of such determination.
23. If the customer signs acceptance of this contract and subsequently wishes to cancel the acceptance the company reserves the right to accept cancellation of the acceptance and a cancellation charge shall become payable immediately by the customer, at the rate of 15% of the total installation price.
24. The terms set out herein are the only terms of this contract and no other terms shall be imported or implied by reason of any printed matter or publication by the company.
25. We reserve the right to substitute equipment detailed on our specification for any reason whatsoever providing it affords the same degree of cover and reliability as the original items specified.
26. These Terms & Conditions are governed by and shall be construed in accordance with the Law of England and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts of Law.

PART VII MAINTENANCE

- 27.1 DEFINITIONS** This Agreement is between Chevron Alarms Ltd herein called "The Company" and the customer named above who has accepted the agreement herein called "The Customer".
- 27.2** The equipment specified as detailed in the specification herein called "The System".
- 27.3** The Maintenance and Monitoring (if applicable) charge is to be paid annually in advance, commencing 12 months after the completion date of the installation. This shall be notified by Pro-Forma Invoice, a minimum of 45 days in advance of the renewal date.
- 27.4** This agreement shall remain in force for a minimum period of one year from the date shown overleaf and thereafter shall be deemed to have been renewed annually upon payment of the annual maintenance fee subject to the right of either party to terminate this agreement at any time giving two months' notice in writing for 'monitored systems and one months' notice in writing for all other systems.
- 27.5** This agreement is only valid for the maintenance of the System(s) detailed in this agreement and does not apply to any other form of security installations whether initially installed by Chevron Alarms Limited or not.
- 27.6** The 'Maintenance Agreement' allows for annual routine visit/s to check that the System is fully operational.
- (i) For intruder alarms, fire alarms and access control systems, the cost of additional call-out visits during normal office hours (Monday to Friday 8:30am to 17:00pm) are included within the annual maintenance (and monitoring if applicable) charge, except if the fault has been caused by fire, storm, tempest, flood, riot & civil disturbance, acts of god, loss of electricity supply, loss of telephone network, internet connection, mobile data connection (GPRS), break-in or attempted break-in, mistreatment/misuse of the system or persistent accidental mis-operation. Please see 27.7 and 27.8 below in relation to closed circuit television, access control or lighting systems.
 - (ii) The replacement costs of any item found faulty during maintenance visits or call outs will be chargeable (except where items are still under warranty).
 - (iii) Any and all call-outs that are outside office hours, including weekends and public holidays shall be chargeable at the company's prevailing fee rates. (Current call-out fees are available upon request).
 - (iv) The contract also provides for the Customer to call Chevron Alarms for assistance at any time during office hours, with engineer attendance to site being available for Emergency Call Out's 24 hours a day 365 days a year. Outside office hours the Customer may contact the Company's 'Out of Hours' call centre if they require the attendance of the emergency call-out engineer.
 - (v) Where British or European standards require more than one Routine Inspection per year at our discretion we may supplement Interim Routine Inspections with Remote Inspections if the period of cover has a duration of 12 months or greater or if successive consecutive agreements provide a cumulative period of cover of 12 months or greater.
- 27.7** As part of an Access Control system if a visit is requested due to a door not closing correctly and the closures were not installed by the Company or the door itself is causing the problem, the visit will be chargeable as a Call Out. Please note that electronic locking devices fitted to external doors are for 'access control' purposes only whilst the building is occupied, they should not be solely relied upon when the building is unoccupied. Chevron Alarms would always advise the fitting of a physical locking device.
- 27.8** In respect of closed circuit television and security or emergency lighting systems a call-out fee is payable for all engineer attendance visits other than routine maintenance visits at the company's prevailing fee rates. (Current call-out fees are available upon request).
- 27.9** The Company will attend site within 24 hours of a request for a Call-Out being received apart from the Intruder alarm where BS4737, PD6662 or any other relevant standards and/or codes of practice shall apply or from a fire alarm where the response requirements of BS5839 shall be adhered to. In the instance of a Call-Out request for a Access Control, CCTV or lighting systems the company reserves the right to attend site on the next working day.
- 27.10 Remote Servicing & Diagnostics:** Where your Security System is connected to either a telephone line, Broadband connection or via GPRS/UDL we may be able to carry out remote diagnostics and servicing. This dramatically improves the speed and efficiency of our maintenance service as we can invariably fix problems without the need to dispatch an engineer to your site.
- 27.11** Where we are required to carry out more than one Inspection per year, subject to compliance with the relevant standard, we may not inspect and test every component part on each visit.
- 27.12** We may review and/or make changes to your system during Normal Working Hours when you ask us to do so by either site visit or by Remote Services where facilities are available.
- 27.13** The annual charge will not be increased throughout the preliminary 12 month duration of this contract and shall be payable annually in advance, thereafter it may be subject to an annual increase in line with the prevailing rate of inflation.
- 27.14** Details of Routine Inspection, Remote Inspection, Remote Services, Maintenance and Remedial Work carried out may be recorded either electronically and/or in paper format and a copy will be provided upon request.
- 27.15** The System is intended only to reduce the risks of loss or damage to property and injury to the persons in or on the premises to the extent that this is reasonably practicable by the use of such equipment. The Company gives no undertaking to the Customer that the System may not be compromised or circumvented or that the System will prevent any loss by burglary, theft or otherwise. The Company does not guarantee that particular loss, damage or injury can and will be prevented by such use.
- 27.16** The Company is not an insurer of the premises, the property or the persons therein which the System is installed to protect. The Company's charges are not related to the value of the premises or the property in or on the premises which the Customer alone is able to ascertain. The Customer accordingly undertakes to the Company to keep comprehensively insured against all risks such premises and property (and persons in or on the premises).

PART VIII THE CUSTOMER'S OBLIGATIONS

- 28.1** To pay all invoices issued. For payments that are over-due for a period of 30 days or more, the Company shall not be bound to perform any of its obligations. Payment for the annual renewal of this maintenance agreement must be made before the expiration of the previous 12 month period. The annual maintenance fee shall be notified to the customer no less than 45 days before the renewal due date.
- 28.2** To give written notice forthwith to the Company of any occurrence which may give rise to a claim by the Customer giving full details of such occurrence and to allow the Company every facility to investigate such occurrences.
- 28.3** To afford the Company full and free access to the premises on weekdays during normal working hours and at other times if the circumstances so require to enable the Company to perform its responsibilities.
- 28.4** To use and operate the System with reasonable care.
- 28.5** Not interfere with, alter or tamper in any way with the System or allow any third party to do so. This includes Failure of, or interference from, any connected or third party service such as mains supply, telephone line, internet connection, LAN, WAN, Building Management, Home Automation System or any other system.
- 28.6** Notify the Company of any defect in or damage to the System.
- 28.7** Treat as confidential all information obtained under the agreement and not discuss details of the System to any third party.
- 28.8** To notify the Company of any proposed alterations to the premises or changes of use within any area, which will affect the operation of the System.

PART IX DATA PROTECTION AND PRIVACY POLICY

- 29.1** Chevron Alarms Ltd will securely store the personal information that you or your business provide it with in relation to the services that the company provides. The General Data Protection Regulations (GDPR) say that we can use personal information only if we have a proper reason to do so, for Chevron Alarms, this legitimate basis is to fulfil a contract we have with you, or when it is our legal duty. For more information on how and why we use your personal data please visit our website www.chevronalarms.com to view our Privacy Policy.

PART X THE COMPANY'S OBLIGATIONS

- 30.1** The Company shall inspect and test the System in accordance with the current NSI (NACOSS), BAFE or other relevant recommendations (where applicable) and shall issue an inspection certificate to the Customer detailing the state of the System.
- 30.2** The Company shall make every effort to arrange an appointment to service the System on or as close to the due dates as is operationally possible during normal working hours.
- 30.3** The Company reserves the right to make an additional charge for the routine visit to service the System outside normal working hours unless agreed by Chevron Alarms in advance of the visit.
- 30.4** Normal working hours are 08.30 to 17.00 - Monday to Friday.

PART XI TERMINATION

- 31.1** Termination by the company may take effect by notice in writing at any time should the customer commit an act of bankruptcy, have a Receiver appointed of its undertaking or assets or any part thereof or make arrangements with or for the benefit of its creditors or goes into liquidation other than for the purpose of reconstruction or amalgamation or is in arrears with any payment for a period of one month or more.
- 31.2** Monitored Systems (only), the customer shall give the company two months' notice in writing of any intended termination of contract and the customer shall permit access to the premises, protected by the system, by a representative of the company to disable the Communication Unit. The maintenance and monitoring agreement shall be terminated by at least two months' notice in writing by either party to the other. For all other systems the customer shall give the company one months' notice in writing of any intended termination of contract.

From time to time we can make changes to these Terms & Conditions to reflect any changes in Legal Requirements, Standards or Codes of Practice. A copy of current Terms & Conditions may be found on our Website under General Terms & Conditions:- <http://www.chevronalarms.com/wp-content/uploads/Installation-Maintenance-Terms-Conditions.pdf>

 <p>CHEVRON ALARMS INTRUDER & FIRE PROTECTION</p>	  	 <p>SP20: Dwi-1 Monitor Scheme</p>	 <p>Fire Industry Association</p>	 <p>Fire & Security Association</p>	<p>REGISTERED MEMBER</p>  <p>European Conformity Assessment</p>	 <p>Government Endorsed Standards Registered through: ECA</p>
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