

PLATINUM SECURITY LTD TERMS AND CONDITIONS

1. DEFINITIONS

"System" Means the equipment and any associated items listed in the schedule.
"Premises" means the location listed in the schedule or (as the case may be) any other premises in which for the time being the system is installed with the consent of the company.
"Effective Date" means the effective date stated in the maintenance service agreement. "Term" means the period of cover.
"The Company" means **Platinum Security Limited**.
"The Customer" Means you the **Customer** to whom we offer our services.

2. MAINTENANCE AGREEMENT

2(1) A Maintenance Agreement shall not come into force until it has been signed on behalf of the customer or company representative.
2(2) This agreement shall continue in force for a period of twelve (12) months from the effective date ("the fixed period") and thereafter unless or until terminated by either party by giving to the other no less than ninety (90) days prior written notice to expire at the end of the fixed period or at the end of any subsequent period of twelve months.

3. 24 HOUR EMERGENCY CALL OUT SERVICE & RATES

In the event of an emergency there is an emergency engineer on standby during out of hours who can be contacted via our 24 hour number. Response to emergency or a critical situation will be within four hours this service only applies to contracted customers but does not include the cost of labour and any necessary materials, which will be deemed as extra to cost. Rates are subject to change. The 24 Hour Call Out service is primarily for response to Intruder Alarm faults only.

Office Hour Rates (Monday-Friday 9.00am-5.00pm)

Call out charge is **£110.00** for the first hour then **£50.00** per additional hour.

Evening Rates (Monday-Friday 5.00pm-8.00am and Saturday)

Call out charge is **£160.00** for the first hour then **£60.00** per additional hour.

Premium Rates (Sunday & Bank Holiday Rates)

Call out charge is **£220.00** for the first hour then **£80.00** per additional hour.

4. GENERAL

The Company will not under any terms of this agreement:

- 4(1) Include the removal of the Equipment or part thereof from one location to another without prior written consent from our Office.
- 4(2) Be responsible for adjustments made necessary due to a power failure.
- 4(1) Be responsible for adjustment of Time Keeping Equipment at the commencement and termination of British Summer Time each year.
- 4(3) Be responsible for adjustments of Equipment made necessary by the use of spare parts expandable requisites other than those recommended by or supplied by the Company.
- 4(4) Be responsible for rectifying any faults found in the cabling to or from the equipment.
- 4(5) All services and Equipment supplied and carried out under part 4(e) will be charged at the current service rates and list price of the Equipment.
- 4(6) Be responsible for Equipment damage/malfunction due to any acts of god, civil disobedience or vandalism.
- 4(7) The Company will not be liable either in contract or in tort for loss, injury or damage direct or consequential to person or property or of any kind whatsoever suffered by the subscriber, the employees of the Subscriber or any other person arising out of misuse of the Equipment.
- 4(8) The Subscriber shall afford the Company at all times reasonable access and facilities for the Company's engineers to service the Equipment such work being carried out during normal working hours and paying regard to the Subscribers security Procedures.
- 4(9) Ancillaries including Batteries, Hard Drives, Ink/Printer Ribbons, Software Firmware Alterations, Infra Red Bulbs, VCR Video Heads, Access Control Cards/Fobs and VCR Cassettes are NOT covered under this agreement.

5. MAINTENANCE

- 5(1) The company agrees to provide maintenance service (hereinafter referred to as "maintenance cover") to keep the system in good working order.
- 5(2) Maintenance cover includes:-
 - (a) Scheduled preventative maintenance based upon the specific need of the system as determined by the company including such adjustments, modifications, and repair of parts as shall be indicated and deemed necessary within the maintenance service schedule to keep the system in good working order.
 - (b) Repair of damage or replacement of parts caused by accident or misuse, or the neglect, act or default of the customer or any other user of the system (including, without limitation, failure to undertake user routine maintenance specified in system operating instructions) or failure of electrical power, or any other failure not attributable to the system;
 - (c) Painting or refinishing the system or furnishing supplies for such purposes, or making specification changes or performing services connected with relocation of the system or any part thereof, or adding or removing accessories, attachments, consumable items or other devices; and
 - (d) Such services as may be impractical for the company to render because of alterations to the system other than alterations carried out by the company.
- 5(3) The Company shall provide in respect of the system the additional services (if any) detailed in the schedule, (herein called "the Additional services")
- 5(4) These conditions shall not be deemed to constitute or imply any warranty by the company that the system will at all times operate satisfactorily without malfunction.
- 5(5) The company's entire liability in respect of the system, the maintenance cover, and the additional services and any loss, injury, death or damage caused thereby or resulting there from is set out in this condition and in condition 8 which apply to the total exclusion of any other conditions, warranties, stipulations or statements whatsoever, whether express or implied by statute, common law or otherwise howsoever. The company accepts no liability for any loss of business or profits or contracts or any other consequential loss or damage.
- 5(6) In the event of non-payment by default the company will suspend all ARC monitoring upon the system(s) until such time as payment in full is received for the contractual service to which the customer has entered in to.
- 5(7) ARC Monitoring will not be made active until such time as a contractual agreement has been signed and returned to the company.

6. INSTALLATION, MAINTENANCE FEES AND OTHER CHARGES

- 6(1) The customer shall pay to the company Twelve Monthly Charge ("the twelve monthly charge") at the rates stated in the schedule for the maintenance service and for the additional services. The twelve monthly charge shall be payable an advance on the effective date and on each subsequent anniversary thereof or as may be otherwise agreed by the company in writing under the hand of an authorised signatory.
- 6(2) The Company reserves the right to vary the twelve monthly charge by giving the customer not less than thirty (30) days prior written notice to expire at any time or times after the fixed period (but not more frequently than once in every period of months following the end of the fixed period).
- 6(3) If the annual charges (or any part thereof) remain unpaid for more than 30 days after their due date the company shall be entitled to withhold any or all of the services to be provided by the company hereunder until such time as payment is received by the company. The outstanding balance may then be passed to a debt recovery agency for enforcement.
- 6(4) The foregoing charges exclude value added tax. The amount of value added tax for which the company will be accountable to HM customs and Excise in respect of such charges shall be paid by the customer on the submission of a tax invoice and in accordance with the foregoing terms of payment.
- 6(5) The Company will not enter into a contract which includes payment retentions by the Customer unless agreed in writing prior to commencement of installation.

7. ENGINEER CONDUCT

Trained competent engineers will carry out the proposed system maintenance. They will apply our Company's Health and Safety policy while on site, a copy of which is available on request. They will also comply with the site health and safety policy provided during any induction courses. The maintenance would be carried out in accordance with recommendations of British Standards as applicable

8. WARRANTY PERIOD OF GOODS

On receipt of a commissioning worksheet, the system installed including materials and workmanship, would be guaranteed for a period of 12 months. In cases where equipment has a 36 month manufacturer's warranty, only a call out fee will apply to replace the faulty parts after the initial 12 month warranty period.

9. CUSTOMER'S OBLIGATIONS AND UNDERTAKINGS

The customer shall provide at its own expense by the effective date and thereafter maintain throughout the period of this agreement the following facilities for the operations and use of the system, to the standards specified by the company: sufficient space for the accommodation of and access to the system: adequate power supplies: suitable environmental conditions: all necessary telephone lines or circuits and connections thereto and line interfacing equipment: and any other necessary facilities specified by the company.

10. HEALTH AND SAFETY

We request that our engineers are advised in writing of any dangerous substances or unsafe working areas. We insist upon a safe working environment at all times and assume that if no correspondence is received at our Office prior to contract commencement that there are no health and safety issues we should be specially aware of.

11. CUSTOMER UTILITIES

We request that our engineers are advised in writing of any concealed services such as water, gas and electrical pipes and cables. We cannot accept liability for any damage caused as a result of concealed services not being identified prior to work commencing.

12. SITE ACCESS

We assume that access into all areas of the building will be permissible upon reasonable request. Any delays incurred due to access being denied for whatever reason will be charged as extra to contract cost.

13. HIGH LEVEL ACCESS

This quotation allows for the provision of access required up to the working height of two metres. However should any specialist high level access be required this would be subject to a variation order and would be deemed as extra to contract cost.

14. ASSUMPTIONS UPON SECURITY SYSTEM TAKE OVERS

It is assumed that the security equipment is of a serviceable condition and free from faults. Should any defects be found, these will be pointed out, and repairs will be deemed as extra to cost. It is also assumed that no other maintenance contracts exist with the security system(s) to be maintained.

15. WORK VARIATIONS

We would like to point out that our engineers have strict instructions not to undertake any additional or variation work without prior instruction from our Company.

16. CONTINUOUS WORKING PROGRAMME

Our quotation has been based upon a continuous working programme, which has not allowed for delays caused by other associated trades related to the building activities. With regard to any delays incurred by other associated trades this would be reported to the client or their appointed agent and any delay caused that is greater than one hour would be deemed as extra to contract cost and charged at our hourly rate.

17. ACCESS TO THE SITE

You shall provide suitable access to the site, permit us facilities for uninterrupted working, accept delivery of, unload and provide suitable protection for the goods and materials from the time of delivery. All of these are to be supplied at your expense to enable the work to be expeditiously and continuously carried out.

18. FORCE MAJEURE

We shall be entitled to cancel rescind or vary any contract without liability for any loss or damage if we are unable to fulfil the contract as a result of Act of God, fire, flood, severe or adverse weather conditions, invasion, war, act of any foreign enemy, martial law, riot act or restraint or government authority, strike, lock-out, trade dispute or any other caused beyond our reasonable control.

19. CUSTOMERS EXISTING NETWORK (CCTV Network setup)

The Company is not responsible for the Customers network infrastructure, ADSL Router or Broadband Service. Any assistance provided is purely an effort on the Company's behalf to assist the Customer in the setup. No warranty or guarantee applies to the remote network setup of any CCTV System commissioned by our company. Our responsibility ceases at the DVR.

