

Part 1 - Definitions

In these Terms and Conditions (T&Cs) the following expressions shall have the following meanings:-

1.1 Company - Guardian Fire and Security Systems

1.2 Customer - The person, organisation or company being a signatory to this Contract and referred to in these Terms and Conditions as 'You' or 'Your'

1.3 Premises - The premises referred to in the System Design Proposal or where the security system subject of this contract is installed.

1.4 Installation - The installation is the security system as specified in the System Design Proposal or the security system subject of this contract.

1.5 Contract - The documents forming this contract include the System Design Proposal, Quotation, Acceptance form, Maintenance Schedule and these Terms and Conditions.

1.6 Alarm Receiving Centre - A continuously manned remote centre to which alarm activations are signalled (Remote Monitoring) and passed to the relevant authority (e.g Fire, Police, Keyholders). The Centre is operated by Custodian Monitoring Services, whilst they are independent from the Company, they have been chosen by the Company to provide remote monitoring services to our customers.

1.7 System Design Proposal - means the design specification which defines the level of protection and equipment installed as part of the Security System installation.

1.8 Preventative Maintenance – means the routine inspection of the installation to confirm that it continues to function in accordance with the System Design Proposal and to identify and rectify any items found faulty, worn, or in need of scheduled replacement. The Company offers different types of Preventative Maintenance contracts offering different level of cover.

1.9 Corrective Maintenance – means the response to a customer reporting a fault with their security system and the subsequent repair of such faults, including false alarms from security systems.

1.10 Accreditation – means the accreditation given to the Company by an independent inspection body that ensure our compliance with European Regulations for the installation and maintenance of Security Systems. This is a Police requirement for systems fitted with remote monitoring.

1.11 NA

1.12 Police Compliant Company – means an installation Company who are on a list of 'Compliant Companies' held by individual Police Forces, enabling them to install alarm systems in that Police area, with remote monitoring offering Police response.

1.13 Insurance – The Company carries limited liability insurance in connection with its business, details of which are available upon request. The Company also holds Efficacy insurance which requires that you agree these Terms and Conditions, in order to comply with conditions of that insurance.

1.14 Normal Working Hours – means Monday to Friday 08:00 hrs to 18:00 hrs (excluding Statutory Holidays)

Part 2 – General

2.1 Verbally issuing an instruction to the Company to carry out work is a 'Contract' and signifies the acceptance of these Terms and Conditions along with any other requirements defined in the System Design Proposals (SDP). For the purposes of clarity where the requirements of the System Design Proposal conflict with any part of these T&Cs, the SDP will take precedence. All other items and conditions not contained in or implied by the Contract are excluded. Nothing in these T&Cs, either stated or implied shall detract from the Customer's statutory rights. Our Terms and Conditions may be updated occasionally and the Latest T&Cs can be viewed on our website and supersedes all others.

Part 3 – Costs & Quotation

3.1 - The quoted cost of the installation may be revised if:

3.1.2 - You want the work carried out more urgently than agreed.

3.1.3 - You change the System Design Proposal.

3.1.4 - Your premises are in some way unsuitable for the installation to be completed in the form described in the System Design Proposal, for reasons or circumstances that was not apparent at the time of the original survey or there are circumstances we were not aware of at the time of providing our quotation.

3.2 - All telephone line installation, rental and call charges are the responsibility of the customer. The telephone must be capable of making outgoing calls, not have call barring or other special service on it, which may prevent the operation of the remote signalling equipment.

3.3 - If you change your telephone service provider once the system has been installed we will need to test the operation of the remote signalling device to ensure compatibility. RedCare monitoring is only available on BT lines.

3.4 - All monitored systems that utilise a Digital Communicator, are required under European Regulations to communicate automatically with the Alarm Receiving Centre every 24 hours, to ensure that the signalling is in working order. These calls are made using a non-geographical telephone number to the Alarm Receiving Centre who has opted for a telephone number in the 0870 range. You may see these charges on your telephone bill and you are responsible for these charges – where your provider makes a charge for such calls.

3.5 - The addition of Broadband onto the telephone line on which your alarm is connected, will disrupt the ability of the alarm to dial out. You will need to arrange for the Company to fit an ADSL filter to your alarm communicator, for which a cost will be levied.

Part 4 – Customer's obligations

The following duties must be carried out by the Customer before installation starts to enable the Company to successfully install the System.

The Customer must:-

4.1 - Obtain and pay for all necessary consents and licences for the installation of the System (such as landlord's consent); by signing this contract you guarantee that you have full authority to allow us to install and maintain the installation and no other consents are required.

4.2 - Give the Company free access to the premises on the date and time agreed to install the System, and arrange for easy access to all working areas and surfaces for the Company engineers to carry out the necessary work to install the System;

4.3 - Supply adjacent to the intruder alarm control unit, a non switched fused 240v spur outlet, unless the Company's engineer has been requested to fit this device by the Customer and this has been noted on the Quotation or in the SDP.

4.4 - Advise the Company of the existence of concealed water, gas, electricity, telephone or other services (if any known about) and point out to the installation engineer their location before work commences.

4.5 -The Company will use reasonable skill and care in identifying any concealed services not so pointed out. The Company will only be liable for damage to these services or for resulting damage to the extent that it does not take such reasonable care;

4.6 - Be responsible for the lifting of any floorboards or floor coverings other than carpets. Note that the Company cannot be held responsible for any damage as a result of lifting and re-fitting carpets or be responsible for any proposed flush fitting of units and making good thereafter.

4.7 - If the Customer wishes the Company to use any existing equipment as part of the new System, it will be assumed to be in full working order. Where the Company on installation discovers this is not the case, any work required to bring such equipment up to an acceptable standard will be charged for on a time and material basis, but only after full agreement with the Customer.

4.8 - Where damage could be caused which may not be immediately apparent to our operatives, the Company cannot be held liable where it has not been notified of such a possibility.

Post Installation Obligations

4.9 - It is the responsibility of the Customer after the installation is completed to refit any floorboards, carpets or other floor coverings lifted by the customer before installation and to carry out any building work, cutting away, decoration or making good, unless specifically stated in the Specification (SDP), other than any required by the failure to exercise reasonable care and skill by the Company its employees or agents.

4.10 - The Customer will (on or immediately after the Installation Date) notify the Company (and Police) in writing of the addresses and telephone numbers of persons who hold keys or codes for the System and the persons responsible for the opening and closing of the premises and upon any change notify the Company (and Police) immediately in writing. The Company shall not be responsible or liable for any loss or damage caused or resulting from any failure to notify the Company or Police. (Not all Police forces require this!).

4.11 - At all times after the installation is completed the Customer will:-

4.11.1 - Operate the System in accordance with the instruction/User manual;

4.11.2 - Where applicable, pay any line or equipment charges due to third parties (and increases from time to time);

4.11.3 - Pay for all electrical supplies to the System and remain responsible for the upkeep and maintenance of all electrical supplies to the System

4.12 – You should notify us in advance, if a third-party intends to work on the telephone system at your premises, as this may affect the alarm systems ability to contact the Alarm Receiving Centre if required.

Part 5 - Company's Obligations

5.1 - The Company will install the System at the premises or site specified in the Quotation/SDP on the anticipated date.

5.2 - The Company reserve the right to ask for a deposit and where this is required it will be shown on the Installation Agreement.

5.3 -The Companies engineers are very experienced and will use reasonable endeavours to install the System neatly and conceal cables wherever possible, but where this is impractical the cables will be surface run.

5.4 - The System will be installed in accordance with the regulations and requirements contained in the 'European Standards for Intruder Alarms in buildings' current from time to time on the date on which the installation starts. Any change made in the Standard for intruder alarms will not be deemed to be retrospective to existing installations.

5.5 - On completion of the installation, the Company will give one briefing and demonstration of the System to the Customer or his/her representative. (There may be an additional charge if further demonstrations are required.)

5.6 – Following installation we will issue you with a 'Certificate of Compliance' and a 'Certificate of Conformity' to confirm that the installation has been completed in accordance with regulations etc.

5.7 - Where a deduction from cost has been made by the Company for installation of first fix wiring by a third party, our engineers can only check the position of such wiring against their original specification. We cannot check or be held responsible for the integrity of the wiring as inevitably the wire runs are concealed behind plaster, under floors etc. Please be advised that the Company will only become aware of any problems with the integrity of such wiring, when our engineer attempts to power up and commission the system.

5.8 - Carry out at the Company's expense any repairs or replacement to the System (excluding existing equipment of the Customer incorporated into the system) required by any faulty materials or workmanship within twelve months of the Installation Date.

5.9 - At the request of the Customer and within a reasonable time after such request, carry out such further works to the System as are necessary to keep the same in operation or to modify, upgrade or replace the System at a price agreed by the Customer and the Company.

5.10 - Offer to undertake any modification, alteration or upgrading of the System required to comply with any requirement or regulations of the Police or other authority subject to costs determined by survey and agreement between Customer and Company.

Part 6 - Monitoring & Maintenance (or maintenance only where relevant)

6.1 – Monitoring and Maintenance contracts are on a one year fixed term basis running from the date of installation. The Company will offer ongoing contracts and will send details and a quotation for the following year's charges, at least four weeks before expiry of the annual term. The Company shall have the right to increase such charges at each renewal from year to year, with charges reviewed on 1st January each year.

6.2 - The Customer will pay the Monitoring Charge for the first year on receipt of an invoice issued by the Company once connection has been made to the Alarm Receiving Centre.

6.3 - The Company will carry out Monitoring and Maintenance services as set out in the Installation Notes and as agreed in writing between the Customer and the Company.

6.4 - The Customer may terminate Monitoring at any time, by giving at least 60 days written notice.

6.5 - Maintenance Contracts on unmonitored systems are completely optional and the customer may renew or not renew as they see fit at each annual contract renewal.

6.7 -It is a Police requirement and therefore mandatory that all systems with 'Remote Monitoring' must have a Preventative Maintenance contract in place providing 6 monthly inspection visits.

6.8 - The Company will carry out routine maintenance inspection during the hours of 08:30 to 17:30 Monday to Friday (excluding Bank Holidays) on a date previously agreed with the Customer and in accordance with the relevant Standards where applicable.

6.9 – For customers with our ‘Comprehensive’ and ‘Standard Plus’ maintenance plans: ‘non-chargeable’ call-outs of our engineers, only relate to call-outs during Normal Working Hours. For our ‘Comprehensive Maintenance Plan’, we will only repair or replace equipment, at our discretion, free of charge, where it is found faulty, due to fair wear and tear (i.e. not damaged). The Company’s liability under these Maintenance Plans is strictly limited to the replacement or repairs to the installation.

6.10 - All call-outs outside our Normal Working Hours would normally be chargeable, regardless of the Maintenance plan held. If we attend your premises at your request, in the event of a breakdown etc, such calls will normally be chargeable. (Subject to contract type). Where ‘free’ call-outs are included in your maintenance contract - If we attend at your request and no fault is found – that call may then be chargeable at our discretion.

6.11 - The Preventative Maintenance contract may not include charges for any replacement parts, subject to contract type, and may therefore be charged as extra.

6.12 – Any call for us to attend your premises in an emergency will normally be affected within 4 hours or before the system next needs to be set, unless mutually agreed otherwise.

Part 7 - General Conditions

7.1 - Ownership of the installation and the Equipment will pass to the Customer on full payment of the balance of monies.

7.2 - The Customer will not assign, sell, charge, mortgage, pledge or attempt to part with possession of any part of the Company Equipment nor any interest in it nor encourage or allow any person to adjust, tamper, alter or interfere in any way whatsoever with the Company Equipment.

7.3 - The Company is entitled to transfer or assign all or any of its rights in this Agreement and to perform any of its obligations through nominated subcontractors although the Company will still be responsible to the Customer for its obligations.

7.4 - Any variation or modification of any of the terms and conditions of this Agreement must be evidenced in writing and signed by a duly authorised representative of the Company.

Part 8 – Termination

8.1 - If the Customer commits any breach of its obligations under the Contract and fails to remedy the same within 30 days of notice by the Company requesting the breach to be remedied, or if any payment due under this Contract is more than 30 days in arrears, the Company may terminate the Contract by giving the Customer 14 days notice in writing of the termination. This will not prejudice the Company’s right to reclaim any payment outstanding. In such circumstances 14 days notice of cessation of any Remote Monitoring will be given.

8.2 - The Company may terminate this Agreement immediately, without advice or notice of withdrawal, should any agreed payment fail to be made within 30 days of an invoice or direct debit. due payment date or if the Customer goes into liquidation, becomes bankrupt, makes a voluntary arrangement with his creditors or has a receiver or administrator appointed.

8.3 - The Company reserves the right to terminate the Agreement immediately if the System or the premises are destroyed or so substantially damaged that the Company is unable to reasonably continue its obligations hereunder.

8.4 – Either the Customer or the Company may terminate this contract by giving a minimum of 60 Days notice in writing. Where the contract is terminated by the Customer, any unused portion of the years Monitoring and/or Maintenance contract will not be refundable. (This notice period does not apply to systems without Remote Monitoring).

8.5 – This contract is non-transferrable and should you move from your premises the contract will cease and will not be automatically transferred to the new owner/occupier, nor will any refund given.

8.6 - If the Company is not paid the balance of the Installation Charge as set out in Para 7.1, it may remove the System from the Customer’s premises. In this event, the Customer will be responsible for any breakage or other damage, in particular for the refitting of any floor boards, carpets or other floor coverings and to carry out any building work, decoration or making good, arising from the removal of the Equipment unless the same is caused by the failure to exercise reasonable care and skill by the Company, its employees or agents.

Part 9 - Limitation of Company's Liability

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS RESTRICTIONS ON THE COMPANY'S LIABILITY IN THE EVENT OF A CLAIM BY THE CUSTOMER

9.1 - The System is intended only to reduce the risk of loss or damage to the property and injury to persons on the premises to the extent that 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 use of the System and the Customer is advised to arrange sufficient insurance cover to cover such an eventuality.

9.2 – The Company has provided limited insurance cover for itself with indemnity claims made against it in respect of accident, injury, loss or damage. Cover also extends to 'Failure to Perform' or wrongful advice given unwittingly, further details of our insurance cover will be provided upon request.

9.3 – The Company accepts no liability for claims falling outside the ambit of the indemnity referred to in 9.1 and the customer is advised to arrange sufficient insurance cover in respect of any such claims arising.

9.4 – The Company does not accept any responsibility for the costs or replacement of any part of the system resulting from fire, flood, accident, neglect, misuse, malicious damage, or electrical power surges (lightening).

9.5 – Like all electronic equipment, although rare, the system or its components could fail to work as designed to do. The Company is therefore unable to guarantee that the installation will be operational at any specific time or for any specific period. The Company will provide details on request as to how a Customer can perform regular tests to verify that the equipment contained in the installation is operational between routine maintenance inspections carried out by the company.

9.6 - The Company shall not be liable for any loss or damage suffered by the Customer however caused, whether as a result of any failure to exercise reasonable care and skill, breach of these terms, false statement or otherwise or resulting from any unauthorised entry or burglary, theft, robbery, damage, disturbance or any other cause, in excess of the insurance cover we hold.

9.7 - The Customer shall be liable for the cost of any key holding charges regardless of the nature of the call including any alarm equipment failure.

9.8 - The Company will have no liability for any loss suffered by the Customer as a result of a call not being received at the Alarm Receiving Centre, if this is due to the fault of BT or other communications provider, a failure in the electricity supply to the System or the Alarm Receiving Centre or as a result of the Company's premises being evacuated, due to causes such as fire, bomb alerts or gas leaks.

9.9 - The Company or its insurers shall not be liable or investigate any claim for loss unless the Customer has given written notice as soon as is reasonably practicable (14 days) after its occurrence or it coming to the Customer's attention and the Customer shall give the Company and/or its insurers every facility to investigate such occurrence.

9.10 - The Company shall not under any circumstances whatsoever be liable for any loss or damage however caused which was not caused directly by a breach of these terms or a failure to exercise reasonable care and skill on the part of the Company.

9.11 - FORCE MAJEURE - Any failure by the Company to fulfil any of its obligations under the terms of this Contract, due to reasons beyond its control shall not be considered a breach of this contract.

Guardian Fire and Security Systems, Regal Court, 8 High Street, Shanklin, Isle of Wight, PO37 6LB