



Standard terms and conditions

Introduction

We fully appreciate from the outset that these Terms and Conditions are long and detailed however, they are there for your protection as much as ours. We want to make our services and costs as transparent as possible to avoid any misunderstanding in the future, so you have a clear understanding of the agreement between us and to provide a reference document for the future.

1. Definitions

In these Terms and Conditions, the following expressions shall have the following meanings:

- I. **Accreditation** – means the accreditation given to the Company by an independent inspection body who 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.
- II. **Alarm Receiving Centre (ARC)** - A continuously manned remote centre to which alarm activations are signalled and passed to the relevant authority (e.g. Fire, Police, Keyholders). The Centre is operated by East Midlands Central Station. They are independent from the Company but have been chosen by the Company to provide remote monitoring services to our customers.
- III. **Agreement** - the contract between us and you for the sale of the Equipment and/or the supply of the Services, which is made up of these standard terms, the Order Form and the Operational Procedures, which Agreement shall begin on the Effective Date.
- IV. **Authorised Users** - your employees, agents and independent contractors who are authorised by you to use the Data Services;
- V. **Business Day** - day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- VI. **Business Hours** - the period from 0800 to 1700 on any Business Day, may also be referred to a **normal working hours**.
- VII. **CCTV** - Closed Circuit Television;
- VIII. **Company** - Hound Security Ltd, a registered limited company in the United Kingdom who install Intruder Alarm, CCTV and Access Control systems. Henceforth can be referred to as “the Company,” “we,” and/or “us”
- IX. **Contract** - The documents forming this contract may include the System Design Proposal, Quotation, Acceptance form, Maintenance Schedule and these Terms and Conditions.
- X. **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.
- XI. **Customer** - The person, organisation or company being a signatory to this Contract and referred to in these Terms and Conditions as “You” or “Your.”
- XII. **Design Responsibility** - means the person or company who designed the original security system, and includes system performance requirements, drawings, layouts and current or proposed security coverage of customer’s premises and are the responsibility of the system designer.
- XIII. **Installation** - The installation is the security system as specified in the System Design Proposal or the security system subject of this maintenance contract.
- XIV. **Insurance** – The Company carries limited liability insurance, details of which are available upon request. The Company also holds Efficacy insurance which requires that you return a signed copy of these T & Cs to the Company in order to comply with conditions of that insurance.
- XV. **Premises** - The premises where the security system subject of this contract is installed.
- XVI. **Remote Monitoring** – Where your system is able to be monitored by our Alarm Receiving Centre.
- XVII. **System** –
 - a. A CCTV, Access Control or Intruder alarm system or,
 - b. any other system that is monitored by us.
- XVIII. **System Design Proposal (SDP)**- means the design specification which defines the level of protection and equipment installed as part of the Security System installation.

- XIX. **Planned Preventative Maintenance (PPM)** – the routine inspection of the installation to confirm that it functions in accordance with the System Design Proposal and to identify and rectify any items found faulty, worn, or in need of scheduled replacement.

2. General

- I. Acceptance of any maintenance or service contract offered by the company to the customer for the maintenance or the routine servicing of a security system is subject to these Terms and Conditions, along with any other requirements defined within the Contract. 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) or Quotation etc. 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.
- II. 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.
- III. All Maintenance contracts are for 12 months from the commencement date unless stated otherwise.
- IV. 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.
- V. 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.
- VI. Throughout the duration of the installation warranty and subsequent preventative maintenance contracts, the company will protect the integrity of the installation and its bespoke programming parameters, from unauthorised tampering or changes to the system, by means of a security lock feature integrated into the control equipment (Engineer Access Code). This feature allows only authorised engineers of the company to gain access to system parameters and programming. This security code 'lock' will remain in effect throughout your service agreement. Upon termination of all service agreements with the company, we will release this code to the customer upon written request, free of charge.
- VII. A person who is not a party to these terms may not enforce any of the under the Agreement (Rights of Third Parties) Act 1999.
- VIII. If any dispute arises out of these terms, we will both attempt to settle it by negotiation in good faith. If the matter is not resolved by negotiation, the parties will refer it to mediation in accordance to the Centre of Effective Dispute Resolution ("CEDR") Model Mediation Procedure. (see www.cedr.co.uk). Unless otherwise agreed, the mediator shall be appointed by CEDR. If the parties fall to agree terms of settlement within 42 days of the start of the first meeting held under such procedure, the dispute may be referred to litigation by either party.
- IX. This agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.

3. Cost and charges

- I. Where systems are to be remotely monitored, all telephone line installations, rental and call charges are the responsibility of the customer. The line 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. (This only applies to monitoring systems that rely on a fixed telephone connection).
- II. If you change your telephone/internet service provider once the system has been installed, we may need to test the operation of the remote signalling device to ensure compatibility. "Redcare" remote monitoring is only available on BT provided lines.
- III. All monitored systems that utilise a standard '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 on a non-geographical telephone to the Alarm Receiving Centre who have 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.
- IV. Where a 'DigiAir' GSM Communicator is fitted, this does not use a land line but utilises the mobile telephone network and there are no separate charges for calls as they are included in the contract price.
- V. The addition of Broadband onto a 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 a filter to your alarm communicator, for which a cost will be levied. (This only applies to monitoring systems that rely on a fixed telephone connection).
- VI. TEXECOM CONNECT - This service is currently provided "Free of Charge" by Texecom Ltd (The alarm equipment manufacturers) to allow remote operation of your alarm system. Its operation is wholly outside the control of the company. Please be advised that no guarantees are given on system performance in relation to any "downtime" etc on their servers, nor can we be responsible for any notification failures of this system. We cannot guarantee that this will continue to be a no cost service in the future.
- VII. Any failures of the "Texecom Connect" system, resulting in a requirement for an engineer to attend your premises to resolve, will normally be chargeable.

4. Access equipment

- I. Any quotations do not include for access equipment, over and above the steps and ladders the Company is normally expect to carry, e.g. cherry pickers, towers, working platforms, which, if required, will be charged at cost.

5. Finances

- II. VAT will be charged at the current standard rate
- III. Payment terms to be agreed on receipt of an official order, however in all cases final payment will fall due upon completion of any works.
- IV. Interest shall be charged on all overdue accounts without prejudice to any other right at a rate of 8% per annum from the date such payment becomes due. The Company also reserves the right to recover all costs for the collection of such overdue debts.
- V. Title to goods supplied or installed remains with The Company until goods or services are paid in full.
- VI. Completion refers to when the alarm system has been completed notwithstanding whether a British Telecom Line has been made available for our connection.
- VII. All invoices must be paid within 30 days from date of invoice.

6. Customers obligations

- I. To arrange and maintain comprehensive insurance cover against all normal risks to the premises, including the System(s) and all persons on the premises.
- II. Obtain and pay for all necessary consents and licences for the maintenance of the System (such as landlord's consent); by signing this contract you guarantee that you have full authority to allow us to maintain the installation and no other consents are required.
- III. Give the Company free unhindered access to the premises on the date and time agreed to maintain the System, and arrange for easy access to all working areas and surfaces for the Company engineers to carry out the necessary work to maintain the System.
- IV. You also agree to provide an adequate electricity supply for the Equipment to operate correctly.
- V. You must not interfere with, or allow anyone else to interfere with, adjust, service or attempt to repair or reset the Equipment at any time, as this may invalidate any warranty etc.
- VI. You must advise the Company of the existence of concealed water, gas, electricity, telephone, or other services and point out to the engineer their location before any installation work commences.
- VII. The Company will use reasonable skill and care in identifying any concealed services not so advised of. 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;
- VIII. 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 at the time of our visit.

7. The Company's obligations

- I. In return for payment of the maintenance charge, the Company will maintain the Installation in accordance with the appropriate installation standards and respond to your emergency calls for assistance.
- II. Scheduled maintenance visits will be either annual or bi-annual as agreed and detailed on our contract.
- III. The Company will inspect and report on the condition of the system covered under our scope of work and hand it over in good working order conforming to any applicable standards declared in our pre agreed scope of work. We will always seek your agreement should changes or alterations, including replacing any parts to the system be required during our service or maintenance visit, or otherwise within 14 working days of inspection.
- IV. We agree that, if we replace any fault part or equipment within the installation, and that part becomes faulty in the first twelve months, it will be repaired or replaced at our expense, including any applicable callouts, provided you let us know as soon as the fault occurs.
- V. The System will be maintained/serviced in accordance with the recommendations contained in the current 'European Standards for Intruder Alarms in buildings' current from time to time on the date on which the installation was completed and/or the maintenance visit takes place. Any change made in the Standard for intruder alarms will not be deemed to be retrospective to existing installations.
- VI. At the request of the Customer, 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, also 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.
- VII. 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.
- VIII. Your Preventative Maintenance contract, subject to contract type. may not include charges for any replacement parts which may therefore be charged as extra.

8. Limitation of Company's Liability

- I. The Company does not know, and shall not be deemed to know, the true value of the Customer's property or premises and is not the insurer thereof. The installation, service or maintenance agreements do not constitute a means of insurance to the customer. The customer must make adequate third-party arrangements with a suitable insurance provider to maintain buildings and contents cover. The company accepts no liability to third-parties including but not limited to insurers and underwriters where the customer has failed to notify the company in writing of any conditions which may apply to their third-party agreements or policies.
- II. Although the Installation is designed to detect or deter intrusion and reduce the risk of loss or damage, to the extent that is reasonably practicable by use of such equipment. The Company does not represent or warrant that the installation may not be neutralised, compromised or circumvented or otherwise rendered ineffective by unauthorised persons or that the System will prevent any loss by burglary, theft or otherwise. In such an event the Company shall not be liable for any loss, damage or injury suffered by the Customer or other persons. The Customer is advised to arrange sufficient insurance cover to cover such an eventuality.
- III. 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.
- IV. The Company accepts no liability for claims falling outside the ambit of the indemnity and the customer is advised to arrange sufficient insurance cover in respect of any such claims arising.
- V. The Company does not accept any responsibility for the costs of repairs or replacement of any part of the system resulting from fire, flood, neglect, misuse, malicious damage, electrical power surges (e.g. lightning) or other factors outside the companies control.
- VI. 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 it 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.
- VII. Where the company takes over an existing security system which was installed or maintained by others, we assume the system and any wiring associated to be in full working order at the commencement of this maintenance contract. The Company would have no prior technical knowledge of such systems and may discover issues during subsequent maintenance visits that were not apparent when the contract was taken out.
- VIII. 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.
- IX. The Company or its insurers shall not investigate any claim for loss unless the Customer has given written notice as soon as is reasonably practicable or up to 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 an occurrence.
- X. The company accepts no liability where the customer fails to notify in writing prior to contract commencement any conditions or arrangements it has with third parties. These include but are not limited to; Insurers, or Underwriters. This includes any specifications; essential coverage plans, response times, or key performance requirements which must met by the company on behalf of the customer; as a condition of the third-party agreement between the customer and that third party.
- XI. Where the customer fails to act upon remedial work identified by the company which is of a mandatory requirement; such as but not limited to health and safety legislation, moving machine directives, or any work which may pose a liability to the customer, no liability will be accepted by the company.

- XII. 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.
- XIII. The customer undertakes and agrees to accept all of the terms and conditions stated within this document IN FULL upon placing a purchase order or instruction to proceed with the provision of a maintenance contract by the company.
- XIV. The company reserves the right to amend, update or change the terms and conditions as defined above.

9. Intruder Alarm Monitoring & Maintenance (or maintenance only where relevant)

- I. 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.
- II. The Company will carry out Monitoring and Maintenance services as agreed in writing between the Customer and the Company.
- III. The Customer should advise us If the equipment activates to an Alarm Receiving Centre as soon as possible. If the equipment needs to be reset, we may charge you at our usual rates then in force.
- IV. The Customer will need to advise us in advance if any third party intends to carry out work on the telephone lines within your premises, as this may affect the equipment's effectiveness.
- V. If the equipment is connected to our Alarm Receiving Centre by means of a fixed telephone line, it is your responsibility to make sure that the telephone line is working properly and the account correctly maintained.
- VI. You should notify us of any change in the layout of your Premises, as this may affect the effectiveness of the installation to detect movement or intrusion.
- VII. You agree to permit the Company's staff and representatives of its regulatory body (only whilst accompanied by the Company's staff) access to the installation for the purposes of maintenance or inspection.
- VIII. Maintenance Contracts on unmonitored systems are optional and the customer may renew or not renew as they see fit at each annual contract renewal.
- IX. It is a Police requirement and therefore mandatory that all systems with 'Remote Monitoring' and 'Police response' must have a Preventative Maintenance contract in place providing 6 monthly inspection visits.
- X. The Company will carry out routine maintenance inspection during the hours of 0800 to 1700 Monday to Friday (excluding Bank Holidays) on a date previously agreed with the Customer and in accordance with the relevant Standard where applicable.
- XI. For customers with our 'Comprehensive' and 'Standard Plans', non-chargeable call-outs of our engineers, only relate to such 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.
- XII. Your Preventative Maintenance contract, subject to contract type. may not include charges for any replacement parts which may therefore be charged as extra.
- XIII. Any request for us to attend your premises in an emergency will normally occur within 4 hours or before the system next needs to be set, unless mutually agreed otherwise.
- XIV. 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.
- XV. The Company will have no liability for any loss suffered by the Customer as a result of any action or failure by the Alarm Receiving Centre to deal with your alarm signals in the appropriate manner.
- XVI. All movement detectors will be sited 2.3 metres above floor level at or close to normal ceiling height unless otherwise stated.
- XVII. The specified area of coverage provided by all movement detectors is to be demonstrated by the Installer to the Customer at the time of commissioning of the system, and subsequently, following any replacement of the detector as a result of necessary service work.

- XVIII. The Customer should note that alterations to the physical structure, building services, furniture or any stock piling at the protected location may adversely affect the area of coverage provided, and in that event the Customer should liaise with the Company about a re-evaluation of the security protection.
- XIX. It is stressed that Customers should CHECK the coverage afforded by all movement detectors by means of REGULAR "WALK TESTING" CHECKS between the service visits undertaken by the Company. The Commissioning Technician will demonstrate "walk-testing" to your nominated Member of Staff at the time of commissioning. Walk Testing will highlight obstruction of movement detector devices (including passive infra-red, microwave or ultrasonic) being obstruction in its protection pattern. Obstruction of a movement detector is likely to prevent an Intruder being detected.
- XX. The movement detectors are installed at factory parameters unless otherwise stated.
- XXI. The location of devices is described when facing the premises from the front aspect.

9.1 For Monitored Systems Only:

- I. In accordance with the new Association of Chief Police Officers Policy, activations of systems cannot be passed to the Police until a second activation is generated by a detection device of a different technology in the same area or a spatial detector in a different area.
- II. The first year's monitoring charge will be deemed to be from when the service is enabled by central station, which will not necessarily be the date that it is installed.
- III. This control panel is compliant to DD.243. This document may be obtained direct from the British Standard Institute if required.

10. CCTV Specific Terms and Conditions (Where CCTV is included in the maintenance contract)

- i. In return for payment of the maintenance charge, the Company will maintain the Installation in accordance with the appropriate installation standards and respond to your emergency calls for assistance.
- ii. The terms of this maintenance agreement do not cover issues related to IT technical issues, ISP unavailability or problems associated with the operation of your Router or Internet etc.
- iii. Where remote viewing is provided using a smartphone 'APP', (HIK Connect) then that service is provided by the equipment manufacturers and we have no control over this third-party provider. The service is currently provided free of charge, but we cannot guarantee that this service will be provided free indefinitely.
- iv. The Company cannot be held responsible for any failures or issues involving this third-party provided service.
- v. The Company cannot be held liable for client IT issues including but not limited to; change of router, failed connection, change of internet service provider, re-set of routers, new mobile phone, loss of settings on the router, router/Wi-Fi performance or a new operating system. Any calls to site to remedy such issues will be chargeable.

11. Termination

- I. 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 the payment outstanding. In such circumstances 14 days' notice of cessation of any Remote Monitoring will be given.
- II. 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.

- III. 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.
- IV. For Alarm Monitoring and Maintenance Contracts, 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.
- V. All other maintenance contracts can be terminated with 30 days' written notice.
- VI. 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 be provided.
- VII. If the Company is not paid the balance of any charges owed, in accordance with our normal trading terms, it may remove any equipment fitted for which this charge has been levied, 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.

12. Right to cancel

- I. Once an order has been accepted, the Customer has 7 working days during which they have the right to cancel the agreement.
- II. This must be done by writing to the Company at the following address:

10 The Paddocks
Codicote
Hitchin
Hertfordshire
SG4 8YX

13. Parliamentary Legislation Relating To Noise Nuisance from Intruder Alarms

- I. Attention is drawn to the Environmental Protection Act 1990, which empowers Local Authorities to serve an Abatement Notice where a noise nuisance is emitted from premises. This legislation has already been used in the silencing of an intruder alarm sounder.
- II. In the light of the 1990 Act and the above-mentioned Bill, The Company fits in addition to the control panel program cut out, a separate cut out device in the external siren.
- III. Most control panels used by installation alarm companies include an automatic timer for the external siren cut-out. However, there are instances where the control panel will not automatically cut-out the siren after 15 minutes, even though it is programmed to do so, in which case the additional electronic device added by The Company will come into operation and silence the siren after 15 minutes.
- IV. Where an alarm is fitted at the instance of the Customer's insurers, the Customer should consult with the insurer before reaching a final decision regarding a 15-minute cut out device.
- V. There is also a duty on the Customer to notify their Local Police Force and Environmental Health Authority within 48 hours of coming into operation of the alarm.