

TFS Standard Terms and Conditions

1. SERVICE AND MAINTENANCE

At the request of the subscriber T.F.S. agrees to service the equipment as provided in this agreement. T.F.S. agrees to keep the equipment in good repair and working order. An additional charge shall be made for any replacement parts or repair to the property necessitated by other than ordinary wear and tear in accordance with the standard charges of T.F.S. which the subscriber hereby agrees to pay on demand. Periodic maintenance of the equipment will be carried out in accordance with SSAIB Standards. For CCTV, Access Intruder Alarms and BAFE SP203 for Fire Alarm Systems.

2. Materials

All materials used (Unless under warranty by TFS) are chargeable at our contracted customer rates , this is 20% less than non-contract rates.

3. Non-Contract customer

If there is no service contract in place TFS will endeavor to attend as soon as physically possible , however contracted customer must take priority. Non-contract rates will be quoted at the time, Materials used will be charged at non-contract rates.

4. Call Outs

Our Call out rates for contracted customers are very competitive for the call out which includes travel to the site and up to 40 minutes on site dealing with the issue. Additional time is charged at (See quote) per 30 mins while on site. This is for calls in normal working hour am to 5pm Monday to Friday excluding bank holidays. Our out of hours rates are (See Quote) for all other times. Waiting and no access is charged at standard rates. .

5. MONITORING OF ALARM SIGNALS

Upon receipt of an alarm signal from the premises T.F.S. shall make every reasonable effort to transmit the alarm promptly to the appropriate service as notified by the subscriber in writing to T.F.S. It is agreed that T.F.S. shall not be liable for the failure of the appropriate service to act promptly upon receiving such notification from T.F.S.

6. LIMITED INCREASES

The payment referred to in the payment schedule of the agreement may be increased at the options of T.F.S after a period of 24 months from the date of this agreement by not more than 10% each year and in that event T.F.S agrees to give the subscriber not less than 30 days' written notice of any such increase. The renewal invoice will be classed as notice.

7. ANNUAL RENEWAL

This agreement shall be renewed on an annual basis upon the expiration of the period referred to in the payment schedule unless either party notifies the other in writing of its intention to terminate this agreement by not less than 3 months' written notice prior to the period of this agreement or any extension thereof. Such notice shall be deemed to be properly served if sent recorded delivery to either party at the address shown in this agreement.

8. ASSIGNMENT AND SUBCONTRACT

a) T.F.S. shall have the right to assign this agreement to any other person firm or corporation and shall have the further right to sub-contract any installation, monitoring and maintenance or any other service which it may perform.

b) The subscriber is required to inform T.F.S. of any change of ownership of the premises or assignment of the equipment in writing and such notification to be acknowledged by T.F.S.

9. BRITISH TELECOM PLC/ IP / Phone lines

T.F.S shall not be liable for any loss, injury or damage to the subscriber or his property caused by the failure of British Telecom equipment or any communication service

10. INVALID PROVISIONS

In the event that any of the terms and conditions herein shall be invalid this agreement shall be construed as if such invalid terms and conditions were delated to the effect that the remaining terms and conditions shall remain in full force and effect.

11. INSTALLATION



Trelawney Fire & Security Ltd.
Looe Office. 01503 263206
Falmouth Office. 01326 373896
Email. admin@tfs-sw.co.uk

The customer shall at his own expense obtain all necessary way leaves, consents and approvals for the installation operation and maintenance of the alarm system.

The cost of any reinstatement or redecoration of the premises or its fittings or contents made necessary by the installation, inspection, maintenance testing, repair, alteration, removal or use of the alarm system shall be borne by the customer, the company hereby undertaking to exercise reasonable care in carrying out its work

12. CUSTOMERS OBLIGATIONS

During the continuance of this agreement the customer shall: -

- a) not adjust, tamper, alter or interfere in any way whatsoever with the alarm system nor allow any third party to have access to the alarm system or to inspect, test, repair, adjust or to alter in anyway whatsoever.
- b) use and operate the alarm system with reasonable care and in a manner to preserve its proper and efficient working
- c) promptly give the company and its employees access at all reasonable times to the alarm system and to the premises and the facilities therein to enable the company to inspect the state and condition of the alarm system and to perform its duties there under.
- d) pay to the company on demand the cost of any alteration of the alarm system which may be required by the customer.
- e) insure the alarm system and keep the same insured from the commencement of the work of installation and thereafter throughout the period of this agreement.
- f) payment to be made on completion of work or unless otherwise agreed by T.F.S.
- g) all goods delivered and/or installed remain the property of Trelawney Security Systems until the goods have been paid for in full.

13. CANCELLATION OF THE CONTRACT

There is no long term tie in, you are free to cancel prior 3 months to the renewal date. If you would like to cancel prior to the renewal date, there is no refund for that year's maintenance. Cancellation of maintenance contracts during the contract year Non-Monitored system – No Charge- No refund

Monitoring systems

Admin fee - £25.00

Cancellation between months 1-3, 50% refund

Cancellation between months 3-6 25% refund

Cancellation after 6 months – No refund of monitoring costs

The above charges are plus VAT.

This refund is for the signalling only element of the contract

If maintenance and monitoring Invoices are not paid with our agreed terms, we have the right to cancel the monitoring. This could affect your security and Insurance. If monitoring is cancelled, a new contract would be required to start the service again, this would incur further set up costs and admin fees.

14. KEYS AND ACCESS

- a) If we are required to pick up keys from remote premises, such a management company's, key holding companies etc., travel time will be charged at our normal hourly rate.
- b) Waiting time, if we are required to wait for a key holding company or key holder, waiting time can be charged at our standard hourly rate.

Trelawney Fire & Security general terms & conditions

1 DEFINITIONS

"THE COMPANY" is (Trelawney Fire & Security) being the organisation responsible for the design, installation, maintenance and/or monitoring of the installation which is the subject of this Contract, sometimes referred to as "our" or "we" in these Terms and Conditions.

"THE CUSTOMER" is the person or organisation being a signatory to this Contract, sometimes referred to as "you" or "your" in these Terms and Conditions.



"THE PREMISES" are the Premises set out in the Specification.

"THE INSTALLATION" is the installed system defined in the Specification.

"INSTALLATION STANDARD" is the standard to which the equipment is to be installed and/or maintained, together with any other formal requirements stipulated as a condition of the regulatory body by which the Company is approved.

"CONTRACT" means the Quotation, Specification, Maintenance and Acceptance together with these Terms and Conditions.

"SPECIFICATION" means the design specification, which defines the level of protection, surveillance or access afforded by the security Installation. It is an integral part of this Contract.

"QUOTATION" means the proposed price for the equipment, its installation and/or maintenance and monitoring as itemised in this Contract.

"ALARM RECEIVING CENTRE" means a continuously manned remote centre to which alarm activations and/or video data are signalled and passed to the relevant response authority (eg police, fire brigade, keyholder).

"HANDOVER DATE" means the date on which the Installation is completed (notwithstanding that connection of any remote signalling is outstanding) and the Handover Completion Certificate has been signed.

"PREVENTATIVE MAINTENANCE" means the routine inspection of the Installation to verify that it continues to function in accordance with its Specification and to identify and rectify any items found faulty, worn or in need of scheduled replacement.

"CORRECTIVE MAINTENANCE" means the investigation and repair of faults reported by the Customer, including false alarms from intruder alarm systems.

2 GENERAL

Acceptance of this Contract, signified by the signature of each party, includes acceptance of these Terms and Conditions along with any other requirements defined in the Specification. For the purposes of interpretation, where the requirements of the Specification conflict with any clauses of these Terms and Conditions, the Specification requirements shall take precedence. All other terms and conditions not contained in or implied by the Contract are excluded. Nothing in these Terms and Conditions, either stated or implied, shall detract from the Customer's statutory rights.

3 COSTS

The quoted costs may be revised if:

you want the work carried out more urgently than agreed, or you change the Specification, or your Premises are in some way unsuitable for the equipment and this was not apparent from our original survey or there are circumstances about which we should have been made aware, or there are any other special circumstances we were not aware of when supplying our original quotation.

All telephone line installation, rental and call charges are the responsibility of the Customer.

If you are late in paying us, we may charge you interest at the rate of 4% per year over the base rate of Barclays Bank plc from the due date until the date we receive payment. You agree to take reasonable care of the Equipment on our behalf until you have paid for it.

Our labour or material costs increase after twelve months, we reserve the right to increase annual contracts & maintenance charges in line with our increased costs.

Installation work is normally carried out during usual working hours of 08.00am to 5.00pm Monday to Friday except statutory holidays. Requests made by the Customer to install outside these hours may incur additional charges. See 3(i) above.

Unless otherwise agreed in writing, the Quotation does not include additional work such as redecoration, carpet laying or building work, although we will take all reasonable care of your premises. Additional charges may be made if our engineers are not provided with access to doors, shutters, windows or any other areas where cables and equipment needs to be installed.

Any equipment forming part of the installation which is not sold to the Customer, such as signalling equipment or firmware, shall remain the property of the Company and will be maintained and/or replaced at the Company's expense unless such failure was attributed to any of the causes given in 7 (i). Any equipment which remains the property of the Company shall be defined in the system Specification. We reserve the right to recover such equipment on termination of the maintenance contract.

4 COMPANY'S OBLIGATIONS

We agree to complete the installation and hand it over in good working order conforming to the Installation Standard declared in the Specification. We will always seek your agreement should changes to the specification be required during installation.



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When we commission the Installation, we will train you in its operation. When you are satisfied with the Installation, we will give you a Handover Completion Certificate to sign. We will give you a Certificate of Conformity when the Equipment has been paid for in full.

We agree that, if any of the Equipment or our workmanship is faulty in the first twelve months, it will be repaired or replaced at our expense, including call-out, provided you let us know as soon as the fault occurs.

If agreed on the contract the annual maintenance and remote monitoring facilities commence upon completion and handover of the installation and we be annually renewed. The contract can be cancelled in writing giving not less than 3 months' notice. See cancellation charges on the specification for monitoring.

5 CUSTOMER'S OBLIGATIONS

You agree to give us and our workers full access to your Premises to survey, measure, install, test and service the Equipment. You also agree to provide an adequate electricity supply for the Equipment to operate correctly. If our work is interrupted or delayed because of a problem with access, or the electricity supply is inadequate, we may make an extra charge. We are not liable if completion is delayed due to the unavailability of signalling transmission facilities or other circumstances beyond our control. By signing the Contract with us, you guarantee that you have full authority to allow the installation and no other consent is needed.

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.

If the Equipment activates to the Alarm Receiving Centre, you need to let us know as soon as possible. If the Equipment needs to be reset, we may charge you at our usual rates then in force.

You will need to let us know 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.

The Equipment does not belong to you until it has been paid for in full. If you do not pay the balance of the installation charge when it is due, we have the right to remove the Equipment from your Premises without notice. By signing the Contract with us, you irrevocably authorise us to enter your Premises to remove the Equipment if payment remains outstanding.

If you cancel our Contract less than four days before installation, we may charge you for any equipment we have bought for your Premises and make a reasonable charge for damages for breach of contract.

If the Equipment is connected to an Alarm Receiving Centre, it is your responsibility to make sure that the telephone line is working properly and the account correctly maintained.

You need to notify us of any change in the layout of your Premises, as this may affect the effectiveness of the Equipment to detect movement or intrusion.

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.

6 MAINTENANCE, SERVICE AND MONITORING

In return for payment of the maintenance charge, the Company will maintain the Installation in accordance with the installation standard and respond to your emergency calls for assistance. If your Equipment is installed to BS5839-1, BS4737 (or its successor,) our response to emergency calls will be within the recommendations and standards of the SSAIB, or before the Equipment needs to be set, unless mutually agreed otherwise.

If we have to attend the Premises, or repair the Equipment between routine maintenance visits, we will make a charge at our usual rates unless the work is covered by Clause 4

The annual maintenance charge does not include charges for labour / replacement parts or batteries, which will be charged in addition to the annual charge.

Where the installation is monitored by an Alarm Receiving Centre for direct response by emergency services (eg police or fire brigade), it shall be a condition of such monitoring that an annual contract for Routine Maintenance exists between the Customer and the Company. Routine maintenance visits shall be undertaken by the Company as defined in the Installation Standard or this Contract.

7 LIABILITY

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.



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The Company shall not be liable for the costs of any work, repairs or replacement of Equipment which results from fire, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.

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.

Although the Installation is designed to detect or deter intrusion and reduce the risk of loss or damage, the Company does not represent or warrant that the installation may not be neutralised, circumvented or otherwise rendered ineffective by unauthorised persons and in such event the Company shall not be liable for any loss or damage suffered by the Customer or other unauthorised persons. The Company accepts no liability for claims falling outside the ambit of the indemnity referred to in Clause 7 (ii) above and the Customer is advised to arrange sufficient insurance cover in respect of claims arising due to injury, loss or damage howsoever caused.

Like all electronic equipment, the system could fail in rare and exceptional circumstances and the Company cannot guarantee that it will be operational at any specific time or for any specific period. The Company will explain what regular tests can be performed to verify that detection equipment is operational between routine maintenance visits carried out by the Company.

The terms and conditions given in this contract do not affect your rights under the Sale of Goods Act or Unfair Contract Terms Act.

8 TERMINATION

Either the Customer or the Company can terminate the Contract by giving not less than three months' written notice. If you wish to terminate the Contract with less than Three months' notice, the Company reserves the right to charge the next year's costs of any monitoring charges if these have already been paid in advance by the Company on your behalf.

The Company may terminate this Contract should the Customer breach any of its conditions or if the Customer is in arrears with any payments due for a period in excess of 30 days. This will not prejudice the Company's right to reclaim the payment outstanding. In such circumstances, seven days notice of cessation of any remote monitoring will be given by the Company.

In the event that the maintenance contract is terminated, the Company shall be provided with access to recover any equipment and/or firmware which did not belong to the Customer but was rented from the Company.

The Company reserves the right to remove logos, nameplates, motifs or any other Company identity from the Equipment.

9 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.

10 APPLICABLE LAW

This Contract is governed by the laws of England and Wales, Scotland or Northern Ireland as the case may be and each party submits to the jurisdiction



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