Terms and Conditions

General:

1. Our Office hours are open Monday to Friday 09.00 to 17.00 excluding bank holiday.
2. We have no special knowledge of the value or nature of the contents of your premises or the nature of the risks that your premises, contents or occupants may be exposed to. The system is not a replacement for insurance and may, at best only reduce any risk, loss, damage or injury to persons on the premises to the extent this is reasonably practicable. Therefore, you should take out insurance against all likely risks.
3. The Alarm Receiving Centre may interpret any appropriate signal received from your system as an indication of a genuine incident taking place and, regardless of any other indications that may be received to support or counter the signal received; notify the Police or Fire Authority accordingly.
4. In the event of the Police or Fire Authority withdrawing attendance, for whatever reason, we do not accept liability for the cost of alterations and / or additions to the system required to restore attendance.
5. The Company reserves the right to withdraw employees from site if any significant hazard becomes apparent, and to make additional charges for interruption to programmed work.
6. The Customer agrees to pay the cost of any attendance required due to error by the Customer or third party or in the event of a reported fault not being evident or abortive attendance or failure in services supplied by any third party or any other circumstances which are outside the control of the Company. This will include fire, storm, flooding, other adverse weather conditions, industrial action by members of other companies, repair of damage by rodent or animal activity, or resetting the system when activated by animals or insect infestation.
7. The Customer agrees to pay all charges levied against the Customer by Police, Fire Brigade or other services that may occur in connection with the use or activation of the System or Signalling Equipment.
8. The Company reserves the right to increase it's Fees at any time
9. All listed prices and charges are exclusive of VAT unless otherwise stated in writing.
10. 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 within 7 (seven) days of the change taking place.
11. The company reserves the right to amend, update or change the terms and conditions as defined above.
12. "Network Connection and use of mobile devices (if applicable):

The proposed system has the ability to be operated using a mobile phone App if the alarm is connected to your computer network and / or internet connection.

If this is required additional equipment will need to be connected to your alarm system. You will also be responsible for providing the relevant network connection, and suitable interface lead along with the provision of an available TCP/IP address. Certain ports will need to be made available to allow for the flow of data and so we will require some information to facilitate this and the assistance of your IT specialists during the installation and final commissioning of the system.

Once connected to your network it will be possible to provide a level of functionality on some mobile devices such as Tablets and Smart Phones by use of the App that you will be responsible for downloading.

Certain parameters will need to be set up specific to your network and router. Aegis will provide assistance in applying the various settings required but these will ultimately always be your responsibility and Aegis cannot accept any responsibility for the connection or indeed the operation of the equipment over your network, and should the integrity and security of your network fail we will not accept any liability.

If you should require any of these facilities please contact our System Designer to discuss the requirements prior to the installation taking place and we will be happy to provide a

quotation. This may result in a change of system design, delays and will be subject to additional costs."

Payments:

1. If you fail to pay an invoice when due, we reserve the right to demand full & immediate payment of this invoice and all remaining payments on any schedule.
2. If any sum is not paid on the due date, the Client shall be deemed to be in breach of contract and from that date, regardless of whether payment is subsequently received, The Company shall not be bound to perform any of its obligations under this agreement.
3. We reserve the right to terminate the agreement and/or to withdraw all or any of its services or obligations hereunder (whether temporarily or permanently at the absolute discretion of the Company) if any invoice is outstanding beyond its term or in the event that you are in breach of any term or condition of this Agreement, subject to giving you notice in writing of not less than 7 (seven) days.
4. Any such termination withdrawal or suspension of services or obligations arising under this Agreement as may occur by virtue of these provisions shall be without prejudice to our right to reclaim any payment due from you together with interest (both before and after Judgement) at the rate of 8% above base rate from point of application.

Servicing & Maintaining:

1. The annual service of the system will take place within 30 days either side of the renewal.
2. Routine Inspections being carried out during our normal working hours - Monday to Friday 08.00 to 17.00
3. The maintenance agreement covers up to x2 call outs for any faults or failures to the system throughout the agreement period.
4. If you have any key fobs or key tags on your system please ensure that these are present at the service appointment for the engineer to check.
5. User errors are not covered under this agreement and will be chargeable.
6. Any replacement parts required to make good of the system will be chargeable including batteries.
7. Labour is chargeable under this agreement.
8. If the User does not give access to the service engineer at the time agreed by the User and Supplier, a missed appointment charge will apply.
9. We require 48hours notice for a cancellation to avoid the missed appointment charge failure to gain access.
10. Third Party damage or cause of failure to the system are not covered under this agreement and will be chargeable.
11. Any Rodent damage, Cable damage, Line faults or router faults are not covered under this agreement and will be chargeable.
12. No return premiums are due on any mid-term cancellations on a bells only system.

13. In the unlikely event we have to alter the date or the time window of an appointment made to carry out a Routine Inspection, we reserve the right to do so at any time but we will contact you by telephone in the first instance or any other means available; unless exceptional circumstances beyond our control make it impractical for us to contact you.
14. We will require uninterrupted access, or access within a reasonable timescale upon request, to all areas of the property where the equipment connected to your system is installed and all areas afforded protection by its installation; and you agree to provide or bear the cost of hiring any specialist access equipment, specialist ladders or scaffolding required to complete the Routine Inspection or any other servicing or repairs.
15. Where the facilities exist, by accepting this agreement you authorise us to access the programming of your system remotely by secure internet, telephone or wireless connection and allow us to test, inspect and carry out on-line maintenance (hereinafter referred to as a 'Remote Inspection') and to test and effect repair of your systems by altering programming subject to your authorisation (hereinafter referred to as 'Remote Services').
16. 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.
17. We will repair your system during office Working Hours when you ask us to do so by either site visit or by Remote Services where facilities are available.
18. For specialised monitored systems we will attend site within 4 hours of the emergency call / serious emergencies
19. Although every effort will be made to repair your system without delay, attendance on site is not a guarantee of full repair or resolution of the problem and may require further attendance.
20. Regardless of the level of service cover, you agree to pay the cost of labour, equipment and / or attendance fees, to repair, replace or disconnect any equipment connected to the system in the event of a fault if the cause includes (but not limited to) the following

i. Accidental or malicious damage to the equipment or interference or tampering with the equipment by either yourself or a third party other than normal user operation.
ii. Damage caused by rodent or any other animal activity, or the repair or resetting of the system due to activation caused by animal or insect infestation.
iii. Any insurable loss such as fire, flood, theft or acts of God such as adverse weather, storms or lightning whether or not you are insured for such events.
iv. Failure of, or interference from, any connected or third party service such as mains supply, telephone line, internet connection, LAN, WAN, Building Management or any other system.
v. Changes to layout, equipment, furnishings or environmental conditions internal or external to the property that interfere with, prevent the operation of, or reduce the performance or sound level of any part of the system.
vi. Replacement of consumable items such as (but not limited to) batteries, lamps, lights, fluorescent tubes, access control cards, video and audio recording heads and recording media.
vii. Cost of hiring any temporary loan equipment, insurance for this equipment and the cost of refurbishment if not returned in the same condition as it was originally issued.

21. You agree to Pay all invoices within our standard terms of 14 days of the invoice date in full or unless alternative payment terms have been agreed in advance.
22. For Intruder & Fire Alarm Systems covered by this agreement, an emergency service is available 24-hours-a-day under normal circumstances. For all other systems attendance is available under normal circumstances between the hours of 09:00 and 17.00 Monday to Friday excluding public holidays within 72 hours subject to availability of resources.

23. An Emergency appointment as deemed by Aegis Alarms constitutes as (i) a Police monitored (ii) An alarm omitting audio unpreventable by the customer which cannot be controlled by the customer or remotely.
24. The cost of materials and labour incurred for work carried out to repair accidental or malicious damage to the system or to re-set the System after mis-operation by the Customer or his agents or as a result of a malicious act are not included in any type of Service Agreement and are chargeable to the Customer.
25. The Company reserves the right to remove logos, name plates, motifs or any other Company identity from the Equipment.

Installations:

1. Before you place an Order you should read these Conditions carefully and make sure the Proposal and the Order is complete and accurate. If you think that there are any mistakes in the Proposal, you should contact us to discuss matters.
2. If an installation is cancelled within 48hours of the booking and re-scheduled for an alternative date we reserve the right to charge a cancellation fee of 25% of your overall installation, commissioning and handover premium.
3. In the event that an installation is cancelled within less than 5 working days before the scheduled installation date and not rescheduled the deposit will be non-refundable.
4. We will require uninterrupted access, or access within a reasonable timescale upon request, to all areas of the property where the equipment connected to your system is installed and all areas afforded protection by its installation; and you agree to provide or bear the cost of hiring any specialist access equipment, specialist ladders or scaffolding required to complete the Routine Inspection or any other servicing or repairs.
5. Where the facilities exist, by accepting this agreement you authorise us to access the programming of your system remotely by secure internet, telephone or wireless connection and allow us to test, inspect and carry out on-line maintenance (hereinafter referred to as a 'Remote Inspection') and to test and effect repair of your systems by altering programming subject to your authorisation.
6. Agrees to make payment of 50% of the Installation Charge in addition to any direct costs incurred by Aegis Alarms Limited regardless of the work being actually undertaken or the agreement being terminated before work is completed.
7. Agrees to make payment of invoices raised during the installation for work completed up to that time or for equipment delivered to site or equipment.
8. Agrees to pay the balance and all other charges due in full.
9. The Customer has an obligation to inform the Company of any hazardous materials, working conditions, operations or processes on site with particular attention to the Health and Safety Act 1974, Construction Regulations 1994 and Control of Asbestos Work Regulations 1994.
10. All prices quoted are valid for a period of sixty days from the date of the agreement and are based upon the layout of the premises as seen at the time of the survey, the equipment as detailed in the Equipment Schedule and the content of the enclosed Proposal. Variations may alter the price quoted.
11. The installation charge is based upon the technicians of the Company being afforded continuous and uninterrupted access to the premises between the hours of 08:00. and 17.00 Monday to Friday for both installation and ongoing maintenance of the System and any Signalling Equipment.
12. Any hindrance or requirements to work during weekends or public holidays will incur additional charges at the Company's current rates.

13. Equipment and facilities that the Customer has agreed to provide as part of the proposed installation must be available at the time of installation. The Company reserves the right to withdraw employees from site if these are not available at the agreed time and to make additional charges for interruption to programmed work. These will include as a minimum unless otherwise agreed in writing:

- AC supply terminating at the main control panel, each CCTV or Access Control point and camera, via an unswitched spur outlet, on the same electrical phase as all other associated equipment with the system.
- A telephone line/ connection point where applicable terminated within 2 metres of the location of main control equipment.
- If applicable the router should be accessible and all SSAID and passwords provided by the customer.
- If customer is providing their own Sim Card (if applicable) this must be on-site and registered.
- Ducting and trenching with draw wires or chases if applicable.
- Sufficient lighting levels as required for the operation of camera equipment details of which **must be requested by the Customer** if there is any uncertainty.

14. Should the operation of any equipment prove unsuitable, the company reserves the right to remove the equipment and offer a refund to the value of the equipment and/or at the company's discretion: offer alternatives; fit filters and additional equipment where applicable at the Company's standard rates as applicable at the time of alteration.
15. Unless otherwise stated, equipment fitted as new will have a warranty of 12 months from its installation date.
16. Installation is agreed by The Company on the basis that the Client will allow full and free access to the Premises during Normal Working Hours [within thirty days from the date of dispatch of this Agreement to the Client]; if such access is not available The Company reserves the right to increase the Price.
17. Once the Client has accepted and used the system for a period exceeding 24 hours this shall constitute the Client's acceptance of the System and its installation.
18. The Equipment installed on a new or part upgrade installation visit; where it has been authorised by the customer 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 Parts/Equipment from your Premises without notice.
19. By placing an order with us, you irrevocably authorise us to enter your Premises to remove the Equipment if payment remains outstanding.
20. When you submit the Order this does not mean that we have accepted it. The Order will only be accepted when we contact you to tell you that we are able to provide the Equipment and/or Services. At this point and on this date the Contract will come into existence and these Conditions will be binding on you and us.
21. Unless otherwise indicated this specification has been prepared on the basis that the existing cabling can be utilised. No costs have been included for the repair or replacement of any of the existing cables, and we reserve the right to charge an additional amount should we be required to repair or re-install the cables.
22. It is recommended that all fused spurs provided are connected to a 'clean' main ring, in order to avoid potential interference from other mains-powered devices. Inductive loads, in particular, should be avoided from sharing the same mains connection as security equipment. Devices with heavy inductive loads include air conditioning units, heating pumps, under floor heating, amongst others.
23. If Aegis Alarms Ltd are installing an un-switched fused spur on behalf of the customer, the customer must be aware that there will be an interruption to the mains power supply. This will be kept to a minimum period.

24. The installation premium covers one handover at the installation. We recommend that someone is available for the handover to be completed on the same day. Additional visits for handovers will incur additional charges.

Limitations and Exclusions:

1. Aegis Alarms Ltd is not a builder so cannot accept responsibility for any building works or building repairs howsoever caused in the process of installation.
2. Aegis Alarms Ltd is not an insurer and its prices and charges are not related to the value of the Client's premises or other property at risk so in entering into this Agreement the Client agrees that it is his/her responsibility to ensure that it has adequate insurance cover of all its premises and other property, employees and persons which it requires or is required to protect.
3. Aegis Alarms Ltd is not responsible for the cost of rectification of any damage or for any losses caused as a result of the System being moved, modified, altered, serviced, repaired or handled by any other person, firm or company.
4. Unless where specifically stated otherwise, Aegis Alarms Ltd accepts no responsibility for electrical testing or electrical safety inspections. The customer shall employ a third party where such tests are required.
5. Upon take-over of an existing security system which was installed by a third party, Aegis Alarms Ltd accepts no liability for the installation, or its failure to perform. Any such liability will remain with the original installer or the customer.
6. Aegis Alarms Ltd reserves the right to cancel any order placed by the customer, without incurring any liability.

Liability:

1. We do not accept liability and cannot be deemed to be in breach of this Agreement for failure to perform any of our obligations by reason of Force Majeure, to include but not limited to war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, traffic congestion, obstruction of any road or highway, or any other cause beyond our control.
2. We cannot accept liability for any loss in trading or profits, internal expenses or consequential loss incurred by you following any unlawful act of entry or otherwise of any person or persons in or on the premises.
3. Any claim for liability for direct physical damage to your premises or their contents will only be considered if reported within 30 (thirty) days of the alleged act, omission or occurrence.
4. We shall not be required to perform any remote transmission or monitoring services or to make any repayment to you if any 3rd party should withdraw or delay the provision of its services or if the Alarm Receiving Centre is not able to continue to provide signalling services.
5. Aegis Alarms Ltd cannot accept liability for any environmental conditions interfering with, or preventing the operation of any wireless, infra-red or radio based equipment connected to the System.
6. Aegis Alarms Ltd shall not be liable for the cost of any redecoration repair or re -instalment of the Premises or the damage arising from installation, operation, maintenance or repair of the Systems or any

part thereof unless it is established the same arose from the negligence of Aegis Alarms Ltd, its servants or agents and that the same was reasonably avoidable.

Customers Obligations:

1. You agree not to allow any person other than one of our authorised representatives to test, repair, adjust, connect to or alter any part of the system at any time during the period of cover.
2. You have an obligation to inform us of any materials, working conditions, operations or processes on site that may be hazardous, and we reserve the right to withdraw employees from site if any significant hazard becomes apparent, and to make additional charges to reattend when the hazard has been cleared.
3. You accept overall responsibility for the integrity of the system insofar as we cannot reasonably be accountable for your actions or those of your agents, or your distribution of keys and/or passwords and codes and therefore the potential for someone to identify themselves using correct codes & passwords; and you indemnify us against any loss, damage or injury following a breach of your own security or safety protocol.
4. You accept that there is no guarantee the system cannot be circumvented or compromised; or that structural alterations, or the placement of any stock, fixings or furniture that detracts from the field of detection or view of a device may provide a path that may result in undetected illegal entry and you indemnify us against liability for any loss, damage or injury to persons following the non-operation of the system.
5. You agree to take all reasonable steps to ensure the Alarm System causes no distress or nuisance to any 3rd parties & indemnify us against claims made by Police Local or other Authority or Civil Action.
6. If the system is a CCTV system, you agree to register and conform in all aspects to any requirements under the Data Protection Act 1998 and indemnify us against any prosecution for failure to conform to this Act.
7. The Customer shall notify Aegis Alarms Ltd a minimum of 14 days prior to any proposed structural alterations to the premises or signalling lines and the Company reserves the right to alter or amend the System should this become necessary, at the Customer's expense.
8. The Customer agrees to provide, or bear the cost of hiring specialist ladders, scaffolding or access equipment that may be necessary for installation and subsequent servicing.
9. The Client is responsible for ensuring that the Premises are suitable and are made ready for installation of the System and accepts full responsibility for moving & re -instating furniture, ornaments, curtains and carpets, and for any damage caused by an engineer drilling, chiselling, nailing or screwing into sub - surface cables, pipes or other fittings that have not previously been identified by the client.
10. By prior agreement, The Client grants Aegis Alarms Ltd permission to drill holes to run cables and to fit the system in such a way that wires are not overly visible.
11. The Client accepts responsibility for making good any over works providing Aegis Alarms Ltd has not been negligent.
12. Ensure that the telephone system is fully operational and protected against outside interference.
13. Keep and use the System in a suitable environment with proper power and other supplies and in accordance with the instructions and advice of Aegis Alarms Ltd and of the manufacturer of the System; Not move or make any addition, modification or adjustment to the System without informing Aegis Alarms Ltd
14. Ensure that all key holder information, (names and telephone numbers) are kept up to date by informing Aegis Alarms Ltd immediately any change take place. Failure to do so could result in a lack of emergency response.

15. If the Equipment activates to an Alarm Receiving Centre or Central Monitoring Station, 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.
16. 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.