



Maintenance Contract Terms and Conditions

IMPORTANT – YOU SHOULD READ THIS CAREFULLY

General – Once you have signed this agreement the following will apply:

- You will legally have to keep to its terms. You should read it carefully before signing. If there is anything which you do not understand, please ask before you sign
- You have confirmed that you have read the terms and conditions in this document which are part of this agreement
- In connection with an alarm installation you have acknowledged that your details (*and those of your key holders*) may be held on police, fire or other authority computer files under the conditions of the Data Protection Act 1998. You must tell us of any changes in such details immediately. We have the right to share your details with credit reference agencies so we can assess our credit risk. See also condition 8.3 below.

DEFINITIONS

CCTV – Closed Circuit Television

Extra Charges - The extra charges referred to in conditions Section 5 and 6.5.

Normal Working Hours – 8.30am to 5.30pm, Mondays to Fridays, except public holidays

Premises - Your premises where the system is installed.

Services - The services described below.

Guarantee – The one-year guarantee for all new installations or referred to in section 2.4 for replacement parts.

Start Date - For new systems, this is the date we finish installing the system. For systems, which have previously been installed at your premises and this agreement it taken out in respect of existing equipment, this is the date we re-commission the system, or confirm that the system is fully operational. We will confirm the start date to you under these circumstances.

System – All equipment and any part of it, other than our equipment, which we install at any time including wiring (but see conditions 1.2(e) and anything we install when we carry out repairs.)

We, our, us – Matrix Fire & Security Ltd

You – You the customer with whom we make this agreement.

SERVICE LEVEL

BASIC - This covers the routine inspection visits to the system by us during normal working hours. All parts installed for new installations completed by ourselves come with 1 years manufactures warranty, excluding item listed below in Special Conditions. Out of the warranty period all parts, repairs and work, which we do, are chargeable, see section 2.4 for additional warranty details concerning repairs. Call outs are free of charge in office hours (8.30am-5.30pm). Call outs out of office hours are chargeable at £85.00 +VAT which include the 1st half hour on site. Labour is charged at £45.00+VAT per hour thereafter.

Requests for engineers received prior to 3pm will usually receive a same day response. Police response equipment will be provided within 4hrs of receipt of request. All other responses will be within 8 working hours.

Notes: all consumable parts are chargeable see section 2.6b.

Remote resets: i.e. where we reset the system over the telephone, which does not require a visit to the premises by one of our technicians', this service is included at no extra charge.

All Service Contracts are renewable on a yearly basis only.

Special conditions:

Timber products are only covered for a period of 3 months.

Existing automation equipment where we have installed a new gate is not covered

Cables on existing equipment are not covered on gate automation.

Existing posts or brick piers that we install gates and or Automation are also not covered

Radio hand transmitters have a 3 month warranty period.

*delete if not applicable

List of equipment covered under this contract:

STANDARD MAINTENANCE TERMS AND CONDITIONS

1. What we do

1.1 For systems which have previously been installed at your premises:

- a) Unless you tell us otherwise, we assume that the system, and the wiring and cabling associated with it, already comply with the relevant standards and are in full working order.
- b) If you wish us to carry out an initial test of the system, we will give you a separate quotation detailing our charges and the work needed to repair, reinstate or reconnect any parts of the system which are not in full working order.
- c) If an initial test is not carried out: -
 - We cannot confirm that all parts of the system are in full working order; and
 - We reserve the right to carry out a full test of the system at any time and to give you a quotation as referred to in condition 1.1(b) above.
- d) We are only required to inspect part of a fire system during each routine inspection visit: as a result, all parts of a fire system may not be inspected until 12 months have elapsed from the start date.
- e) We will not be able to confirm that cables and wiring, which have been installed within the fabric of the premises, or buried underground, conform to the relevant standards.

1.2 When the contract provides for routine maintenance services, subject to reasonable access to the site being available, we will carry out the routine inspection visits to the system during normal working hours. Regarding intruder alarms there will be a maximum 24-hour response to an emergency call out but under normal circumstances an engineer should respond within 4 hours.

1.3 We will repair the system during normal working hours when you ask us to do so. We will not charge you for the repair if it is covered by our guarantee in condition 2.4, or the Special Conditions section. You must pay for all other work and visits – see conditions 5.

2. What you must do

2.1

- a) Give us access to your premises so that we may provide the services for the system
- b) You shall move any materials, ceiling tiles and any other objects obstructing access to the system or any part of it. You must also supply a reasonable level of lighting and scaffolding, hoists or other suitable lifting equipment if required. We can advise you whether such equipment is required when taking out this agreement.
- c) Use your best efforts to make sure that your premises and any equipment you provide are safe and without risk for our employees and agents to do what we must do under this agreement. We will use reasonable care and skill in carrying out our services, but please ensure that we are notified of any concealed pipes and wires, which

may affect the system and the services and about any known risks and any hazardous materials at your premises.

- d) Provide and maintain a dedicated 240-volt AC un-switched power supply to each part of the system and sound electrical earthing connection where it is required for us to carry out the services. The power supply must be installed by an approved electrician to the relevant regulations and must be safe.
- e) Operate the system according to the specification and any instructions and user's handbooks we issue to you from time to time.
- f) Be responsible for and compensate us against all liabilities, claims, losses we suffer if caused:
 - Because you or others have damaged or not used the system according to the specification or operating instructions;
 - As a result of the connection of the system to any equipment or device not supplied by us.
- g) **Intruder systems only:-**
 - Provide information about you, your keyholder and any other relevant information so we can provide the services. You must write to us to tell us of any changes to this information immediately a change occurs.
- h) Tell us at once:
 - Of any defect or fault in the system
 - If anyone tampers with the system
 - If any part of the system is damaged or stolen; or
 - If the system has been subjected to any unusual operating or environmental conditions.
- i) Pay your telephone, electricity and other utility bills, which the system requires so that the services are not affected where applicable.
- j) Complete the logbook, which we supply, giving details of every activation or event affecting the system, including false alarms.
- k) Notify us in writing if you wish to keep any parts of the system, which we replace: otherwise we will immediately dispose of any replaced parts. An additional charge may be due where the parts are to be disposed under WEE waste requirements. Where you have requested to retain these parts any WEE waste requirements will be your responsibility.
- l) Keep any CCTV lenses and monitor screens clean and free from dust and grime to enable them to work satisfactorily.

2.2 For all CCTV Systems which are installed in non residential properties. It is the responsibility of the customer to register the system so it conforms to the Data protection act . Address as follows

The Information Commissioners Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF
Telephone: 01625 545740

2.3 What you must not do

- a) You must not move or interfere with or attempt to repair the system, or allow others to do so otherwise this will invalidate this agreement. We will always carry out work within a reasonable time.
- b) You must not transfer or assign any of your rights or obligations under this agreement.

2.4 Replacement parts guarantee

- a) In addition to consumer rights provided under the supply of goods and services Act, we guarantee that we will repair faults and replace parts we have fitted in the system free of charge within 3 months from the installation of the replacement parts should they become defective during the course of correct operation of the equipment. This will also include workmanship of our engineers but does not include consumables eg batteries, bulbs or fobs etc.

2.5 The guarantee in condition 2.4 above does not apply to equipment previously installed at your premises.

2.6 The guarantee does not apply to faults caused by the following:

- a) Third parties working on the equipment without our prior permission.
- b) Consumable items of all kinds failing. Consumable are items with a finite life such as batteries, halogen and other lamps and bulbs, communication chips, video recording heads, CCTV camera tubes, monitor tubes, electronic article surveillance pins or any item that can be used once only.
- c) Work carried out by police, fire or other authorities, or by any telecommunications agency or other party.

3. Our liability to you

1. We do not accept responsibility for any indirect loss which depends on us having special knowledge of your affairs which we would not normally know, and which you have not made known to us prior to taking out this agreement, even if the loss is due to our fault.
2. We are not responsible for the following:
 - a) Losses in relation to systems installed at your premises prior to the date of this agreement arising:
 - Before the completion of our first routine inspection visit to the premises; or
 - Unless an initial test was carried out by us as per condition 1.1(b)
 - b) Loss due to the acts or neglect of any other person including you, a police, fire or other authority or individual. None of these is our agent for any purpose.
 - c) Delays, interruptions or suspensions in providing the services, which are due to any other person (including you), thing or event which we could not reasonably be expected to prevent.
 - d) Loss due to the fact that equipment or cabling not supplied by us is connected to or installed near the system.
 - e) Losses resulting from:
 - The failure of any cables or wiring installed within the fabric of the premises or buried underground prior to the start date of this contract.
 - The activation of a circuit breaker which affects the power supply to any part of the system; or
 - Any other causes beyond our reasonable control and not caused by our lack of reasonable care.
 - f) Losses due to you failing to follow our recommendations in condition 1.1b, or recommended by us at any time for additions, repairs or any work required to the system.
 - g) Losses outside the purpose of the system.
 - h) Where equipment has been sent directly to site, due to the size, or weight of the equipment, it is damaged or lost in transit, unless you notify us in within a reasonable time ie 24hrs after the expected delivery date provided by us.
 - i) Damage unavoidably caused to decorations, fitting and the like at the premises as a result of our providing the services.

3.3 Our responsibility stops if the agreement is brought to an end or the services are suspended under condition 7.

4. Our recommendations to you

1. Because of the purpose of the system, the limits of the guarantee, and the limits of our responsibility for defects with the system, we strongly recommend that you should take out separate insurance to cover your premises and the persons at and the contents of your premises.
2. Where we have to remove detectors from the premises for cleaning purposes, we recommend that you keep a stock of detectors at the premises to enable the system to function without interruption.

5. What it will cost you

1. You are responsible for the charges in this agreement. Unless otherwise stated the charges exclude VAT which is payable by you at the rates current from time to time.
2. After the first two years from the start date and in the years following, we can increase the yearly service charge to cover an increase in the cost of providing the services. We will tell you in writing of the increased amount, which will take effect at anytime in line with inflation.
3. You are also responsible for the following extra charges.
 - a) Taxes, fees, charges or false alarm assessments set by the police, fire or other authority due to the installation or operation of the system.
 - b) Any extra charges or charges for work done by police, fire or other authorities, or by any telecommunications agency or other party.
4. You must also pay us extra charges at our rates for labour and materials current at the time where the following apply:
 - a) Faults are caused by you or any other person, thing or event, which we could not reasonably be expected to prevent.
 - b) You have asked us to visit your premises outside normal working hours.
 - c) You ask us to change the system or we need to change it because of changes in your premises.
 - d) You break one of the conditions of this agreement.
 - e) You ask for help from us under the guarantee in condition 2.4 but the guarantee does not apply.
 - f) Any replacements, repairs or modifications to the system are needed but are not covered by the guarantee or the services are needed as a result of a change in a relevant standard or regulation governing the system.
 - g) You ask us to carry out tests on any part of the system not included in this agreement, which involves us in additional work.
 - h) The storage vessels which form part of the extinguishing part of the system need testing, handling, transportation, recharging and reinstalling.
 - i) The external wiring on the outside of the premises, or any wiring installed in the fabric of the premises or buried underground prior to the start date, need inspecting, repairing or replacing.
 - j) The system needs resetting, reprogramming, repairing or replacing in circumstances where:

- You, your keyholder or someone else has failed to follow operating instructions, has not locked, closed or secured a window, door or other protected point, has not used or adjusted the CCTV, other equipment or components properly or has interfered with the system;
 - You, or equipment or devices which we have not supplied have caused a false alarm or a failure of the system;
 - Your actions or failures, or those of anyone else other than us mean we need to inspect or make repairs or replace any part of the system;
 - Rodents, other animals or insects cause damage to or activation of the system;
 - There is a problem on the telephone line or connection where applicable to the system type:
 - There have been fluctuations or failure in the mains electricity supply or where there has been a corruption or failure of the transmission network;
 - The activation of a circuit breaker affects the power supply to any part of the system;
 - Any computer, IT network, lighting system or other infrastructure or facility provided by you or other which is connected to the system fails or is corrupted;
 - You install software upgrades or any other software on any computers and/or networks connected to the system or you use the equipment for any other purpose than the sole purpose of its installation;
 - Adverse weather conditions or adverse industrial atmosphere cause damage to or activation of the system;
 - A full insulation or continuity test is required; or
 - Extinguishing liquids or gas or propellant cartridges are discharged for whatever reason.
 - Were a prior appointment has been made for an engineer to attend site and you fail to provide access for the engineer to carry out the works requested.
5. Unless we agree to do so, the charges do not include any work involving carpet laying, concealing cables, redecorating, re-plastering, building or carpentry work.
6. There will be an additional charge if:
- You do not provide full access to the areas where our engineers carry out the services; or
 - You fail to supply a reasonable level of lighting or scaffolding, hoists or other suitable lifting material, as referred to in the Special Conditions, as a result of which we incur extra time or expenses.

7. Whilst we will make every reasonable effort to work with you or others, any interruptions or delays caused by you, your staff, customers or others may result in additional charges.
8. If this agreement is brought to an end under condition 7, the following will apply:
 - a) You will owe us the charges and any other money due to us but not paid at the end of the agreement;
 - b) Unless the agreement is brought to an end under condition 7.1 you will also owe us, as a reasonable estimate of our loss, an amount equal to the yearly service charge which would be due until the earliest date when the agreement could have ended on you giving notice, less an allowance of 20%. This allowance is because we do not have to inspect the system and because we are being paid earlier than expected;
 - c) If you have already paid us more than the amounts due under (a) and (b) we will refund any overpayment;
 - d) We may also take further action against you if you have broken this agreement.

6. Payment

1. You must pay the initial charges referred to on the front of this agreement on or before the start date. You must pay the initial charge by Debit Card, Credit card, Bank transfer, cash or cheque. The agreement will not commence until cleared funds are received.
2. You must pay the yearly service charges quarterly, 6 monthly or annually in advance of our attendance for routine preventative maintenance by Direct Debit, Debit Card, Credit Card, Bank transfer, cheque or cash.
3. You must pay the extra charges under section 5.4 and 5.6 in accordance with the payment date on our invoice or our request for payment.
4. You must pay all other amounts within 30 days of the date of our invoice or our request for payment.
5. We expect you to pay promptly. If payment is overdue, we will charge you interest, from the date of our invoice or when we ask for payment until the date you pay, at 3% over the base rate of NatWest Bank PLC.

7. Ending or suspending the agreement

1. We may end this agreement by giving you 3 months' notice in writing at any time.
2. You may end this agreement by giving us at least 3 months' notice in writing to expire at the end of the fixed period or on a subsequent anniversary of the start date.
3. We may either end this agreement or suspend the agreement for a period we consider appropriate if any of the following apply:
 - a) You fail to make payment under condition 6;
 - b) You commit a serious breach of this agreement, or one which has serious consequences;

- c) You commit any breach of this agreement which can be corrected by you, and you do not put matters right within 30 days of our telling you to that you have broken the agreement and must put it right;
 - d) If, being an individual, you die or become bankrupt;
 - e) If, being a partnership, the partnership is dissolved;
 - f) If, being a company, an order is made or you pass a resolution for winding up or the company is dissolved;
 - g) If you enter into any kind of arrangement or settlement with your creditors or if a receiving order or administration order is made against you;
 - h) If any legal proceedings are taken against the system or the premises or any part of the premises;
 - i) If you fail to follow any recommendation we make for repairing or replacing faulty or old parts of the system, or for repairs to your premises which we consider necessary for the system to work properly, or to prevent unnecessary damage to the system;
 - j) If you do not follow the operating instructions or if, for any other reason which is or should be within your control, there are an excessive number of false alarms;
 - k) If you change your premises in such a way that we believe it is no longer practical for us to carry on providing our services;
 - l) If the police, fire or other authority take away their approval, or will only give their approval depending on conditions, which we believe make it no longer practical for us to carry on providing our services.
4. If we give you written notice of suspension, this suspends what we have to do under this agreement and we have no responsibility until the suspension is lifted or the agreement ends. We will tell you in writing if we lift the suspension.
5. If the agreement ends under these circumstances we will stop providing our services. We may remove our equipment from your premises.

8. General

1. We may hand over all our responsibilities under this agreement to another company or transfer any rights under it. All liabilities for sub-contractors and our authorised third parties will come under our terms within section 3.
2. If you have made this agreement together with someone else, you are liable both jointly and individually to us.
3. Data protection Act 1988. We may pass on the information you have given to us under this agreement to any police, fire or other authority and, except for security details, to any credit reference, debt collection or public telecommunications agency.
4. This agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.
5. We intend that all conditions of this agreement are in this document and where this is in connection with a new install should be read in conjunction with specification document and Installation terms and conditions.
6. If you or we want to change the conditions of this agreement, it must be done in writing and signed by you and one of our directors.
7. If we do not insist on the strict conditions of this agreement, we may still enforce all the conditions against you on other occasions. If you break a condition and we do not take any action against you, it does not mean that we will not take any action against you if you break it again or continue with the same breach without putting it right, or if you break any other conditions.
8. If a court finds that some part of this agreement is not enforceable but can be kept separately from the rest of the agreement, this will not affect the remainder of the agreement.

Accepted by the Subscriber		Accepted on behalf of Matrix Fire + Security	
Name		Name	Ben Lewis
Date		Date	
Title		Title	Sales Director
Signed		Signed	