

**VITAL SYSTEM SERVICES LTD TERMS AND CONDITIONS OF SALE**

<p><b>1. Definitions</b></p> <p>1.1 In these conditions "PD6662:2010" means European Published Standard; means the standard terms and conditions set out below and includes any special terms and conditions agreed in writing between us;</p> <p>"Contract" means the contract for the supply and installation of the System and (if applicable) the provision of the Support Service;</p> <p>"Contract Term" means, if we have agreed to provide a Support Service, the period of three years from the Installation Date and thereafter from year to year until terminated in accordance with condition 18.2.1 below;</p> <p>"Emergency Call Out" means any attendance at the Premises at the request of the police, fire authority or yourself which is not a routine maintenance visit;</p> <p>"Existing System" means any system or part of a system already installed at the Premises, including (but not limited to) controls, audible devices, signalling equipment, relays, detectors, power supplies, wiring and circuits which at your request is to be incorporated within the System;</p> <p>"Goods" means goods to be supplied by us to you under the Contract;</p> <p>"Initial Charge" means the agreed price for the supply and installation of the System;</p> <p>"Installation Date" means the date upon which we complete the installation and commission the System (whether or not any further work to the System by your telephone service provider or any other persons remains outstanding);</p> <p>"NSI" means the National Security Inspectorate;</p> <p>"Normal Working Hours" means 9am to 5pm Monday to Friday except for public and national holidays;</p> <p>"Our Charges" means the amounts you have agreed from time to time to pay for the Security Service;</p> <p>"Premises" means the address(es) at which the System is to be installed and/or the Support Service is to be provided;</p> <p>"Schedule" means the Schedule overleaf itemising the System and (if applicable) the Support Service;</p> <p>"Specification" means the specification attached (as from time to time amended);</p> <p>"SSAIB" means Security Systems Alarms Inspection Board;</p> <p>"Support Service" means the support service, if any, itemised in the Schedule;</p> <p>"System" means the fire, security, intruder alarm, CCTV or access control system which we are to supply and install for you itemised in the Schedule;</p> <p>"we" "our" "us" "you" "your" means Vital System Services Ltd or its successors in title; means the person, firm or company that has agreed to enter into the Contract with us.</p>	<p>7.2 We shall provide the Support Service (if any) as itemised in the Schedule.</p> <p>8. <b>Risk</b> Risk in the Goods will pass to you when they are delivered to the place where the System is to be installed.</p> <p>9. <b>Property</b> 9.1 The property in the Goods will not pass to you until payment of the price for the System has been made in full and until such time:- 9.1.1 you will hold the Goods as the our bailee and fiduciary agent; and 9.1.2 you will keep the Goods separately from other goods so that they can be identified as our property and will keep the same protected and insured.</p> <p>9.2 Until such time as property in the Goods passes to you we shall be entitled at any time to require you to deliver the Goods to us and, if you fail to do so forthwith, to enter upon any premises of yours or any third party where the Goods are believed to be stored and re-possess the Goods.</p> <p>10. <b>Digital Communication and RedCare Signalling</b> 10.1 If the System it based on digital communication or RedCare signalling:- The system will be run on audible alarm only until such time as connection is made to our contracted Alarm Receiving Centre for RedCare customers or our 24 hour Monitoring Centre for all other customers. 10.2 Any necessary resetting of the System must be carried out by us. You must pay for the cost of labour and materials including travelling time in relation to any such resetting. 10.3 The transmitter equipment and chips belong to us and we reserve the right to enter the Premises and remove the transmitter equipment and chips if the Contract for the Support Service is terminated for any reason. 10.4 You must pay for and/or indemnify us against any charges made by any third party for transmission of alarm signals or police unique reference numbers.</p>
<p>1.2 The headings in the Conditions are for convenience only and shall not affect their interpretation.</p> <p><b>2. Agreement</b></p> <p>2.1 We will supply and install the System and (if applicable) provide the Support Service subject to the Conditions which shall govern the Contract to the exclusion of any other terms and conditions.</p> <p>2.2 No variation to the Conditions shall be binding unless agreed in writing between our authorised representatives.</p> <p>2.3 Our employees or agents are not authorised to make any representation concerning the System and/or the Support Service unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on, and waive any claim for breach of any such representations which are not so confirmed.</p> <p>2.4 Any advice or recommendation given by us or our employees or agents to you relating to the System and/or the Support Service which is not confirmed in writing by us is followed or acted upon entirely at your risk and we shall not be liable for any such advice or recommendation not so confirmed.</p>	<p>11. <b>Existing Systems</b> 11.1 If the Contract provides for an Existing System to be incorporated within the System:- You will pay our charges, in addition to the Initial Charge, for any work we have to carry out, including labour and materials, to ensure the Existing System can be safely and properly incorporated in the System. 11.2 The SSAIB or NSI Certificate will only apply to the System and not to the Existing System or any part thereof.</p> <p>12. <b>Maintenance</b> 12.1 If we have agreed to provide the Support Service:- During the Contract term we will carry out routine maintenance visits in accordance with the Specification and following each visit supply an inspection report. 12.2 Routine maintenance visits will be made in Normal Working Hours in accordance with the SSAIB or NSI Code of Practice and any relevant British and/or European Standards. 12.3 Upon request by the police, fire authority or yourself we will undertake an Emergency Call-Out. You must pay for the cost of labour and materials including travelling time in relation to any such Emergency Call Out.</p>
<p><b>3. Orders and Specification</b></p> <p>3.1 No order submitted by you shall be deemed accepted by us unless and until the Schedule has been signed by us.</p> <p>3.2 You shall be responsible for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by you, and for giving us any necessary information relating to the System and/or the Support Service within sufficient time to enable us to perform the Contract in accordance with its terms. You shall indemnify us against loss (including any loss of profit, costs, damages, charges and expenses incurred by us) as a result of any failure by you to comply with the terms of this sub-clause 3.2.</p> <p>3.3 No order which has been accepted by us may be cancelled by you except with our agreement in writing and on terms that you shall indemnify us in full against all loss including loss of profit, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us both up to the time and as a result of cancellation.</p>	<p>13. <b>Claims notification</b> 13.1 Any alleged defect in the System shall be notified by you to us within twenty eight days of the Installation Date or in the case of a defect which is not reasonably apparent on inspection within seven days of the defect coming to your attention. 13.2 Any claim under this Condition must be in writing and must contain full details of the claim. 13.3 We shall be afforded reasonable opportunity and facilities to investigate any claims made under this Condition. 13.4 We shall have no liability with regard to any claim in respect of which you have not complied with the claims procedure in this clause 13.</p> <p>14. <b>Faults - remedies</b> 14.1 Subject to sub-clause 13.1, if you prove that the System is not working correctly we will remedy the defect during Normal Working Hours provided that we will not be liable to remedy any defect in the System which does not become apparent within twelve months of the Installation Date. 14.2 Under no circumstances will we be liable for any claim arising from:- 14.2.1 the suitability of the System for any particular purpose or use under specific conditions whether or not the purpose or conditions were known by or communicated to us; 14.2.2 defects or damages resulting from fair wear and tear or improper use by you or failure by you to comply with instructions or advice from us or the manufacturer of the System or neglect of any other description; 14.2.3 any part of the System has been adjusted, altered, adapted or repaired by any party other than us;</p>
<p><b>4. Our Charges</b></p> <p>4.1 The Initial Charge is payable on the Installation Date except where the Initial Charge exceeds £500.00 in which case half of the Initial Charge will be payable upon the creation of the Contract in accordance with condition 3.1 above and the balance will be payable on the Installation Date. VAT prevailing at the date of delivery of our invoice(s) to you will be paid by you.</p> <p>4.2 We reserve the right, by giving notice to you at any time before completion of the installation of the System, to increase the Initial Charge to reflect any increase in our costs which is due to any factor beyond our control including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs, any change in delivery dates or quantities or specifications for goods or services which is requested by you, or any delay caused by any instructions from you failure by you to give us adequate information or instructions or failure by you to comply with your obligations set out at conditions 6 below.</p> <p>4.3 You will pay, if applicable, our charges for providing the Support Service annually in advance on the Installation Date and thereafter on the anniversary and subsequent anniversaries of the Installation Date.</p> <p>4.4 We shall be entitled, annually, to increase the charges for the Support Service to reflect any increase in the retail price index during the intervening twelve months or 4%, whichever is the greater.</p>	<p>14.2.4 variations in the specification of the System if the variations do not materially affect the characteristics of the System and the System incorporating such variations complies with PD6662:2010; 14.2.5 any defect arising from any design or specification provided or made by you. 14.3 In no circumstances whatsoever shall our liability to you (on whatever ground) arising under out of or in connection with the Contract or the System and/or the Support Service exceed £25,000.00 or the invoice price of the System or the Support Service, as the case may be, in regard to which complaint is made, whichever is the greater. 14.4 Save as expressly provided in the Conditions, all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. 14.5 Except in respect of death or personal injury caused by our negligence and/or breach of statutory duty or in respect of fraudulent misrepresentation, we shall not be liable to you by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any direct and/or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, or the negligence of our employees or agents or otherwise) which arise out of or in connection with the supply and installation of the System or the provision of the Support Service except as expressly provided in these conditions.</p>
<p><b>5. Terms of payment</b></p> <p>5.1 The time for payment of the Initial Charge and, if appropriate, our charges for providing the Support Service, shall be of the essence of the Contract.</p> <p>5.2 If you fail to make any payment(s) on the due date(s) then, without prejudice to any other right or remedy available to us, we shall be entitled to:- 5.2.1 cancel the contract or suspend the provision of the Support Service; and 5.2.2 charge you interest (both before and after any Judgement) on the amount unpaid, at the rate of 5% per annum above the base rate of the Bank of England calculated on a daily basis.</p>	<p>15. <b>Your insolvency</b> 15.1 This clause applies if:- 15.1.1 you make any voluntary arrangement with your creditors or become subject to an administration order or (being an individual or firm) become bankrupt or (being a company) go into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or 15.1.2 an encumbrancer takes possession, or a receiver or administrator is appointed, of any of your property or assets; or 15.1.3 you cease, or threaten to cease, to carry on business. 15.2 If this clause applies then, without prejudice to any other right or remedy available to us, we shall be entitled to cancel the Contract or suspend the Support Service without any liability to you.</p>
<p><b>6. Your obligations</b> You must:- 6.1 Obtain at your own expense such licences, permits and approvals as are necessary for the System to ensure compliance with all statutory and regulatory requirements. 6.2 Arrange for us to have such access to the Premises as we may reasonably require. 6.3 Take all such steps as may be necessary to ensure the safety of the persons instructed by us to carry out the installation of the system and/or the provision of the Support Service. 6.4 Provide and pay for adequate electricity supplies to enable us to fulfil our contract with you. 6.5 Tell us before commencement of the installation of the System the whereabouts of any hidden pipes, wires and cables for water, electricity, telephone, gas and other services which might be affected by the installation of the System. 6.6 Make all necessary payments and arrangements with your telephone service provider as may be required for the operation of the System. 6.7 Ensure that your existing computer and electrical installations are compatible with the System. 6.8 Pay for any redecoration or reinstatement required to the Premises as a result of the installation of the System including the cost of relaying carpets or other floor coverings. 6.9 Ensure security seals fitted to any part of the System are intact before switching the System on. If any such security seals are not intact you must notify us before switching the System on and follow our advice. 6.10 Operate the System with reasonable care and be responsible for the cost of any damage caused to the System as a result of fire, floods, storm, dampness, electromagnetic forces, ionising radiation, accident, misuse, criminal damage, negligence or any cause beyond our control. 6.11 Pay for any attendance to the System by our engineers during the Contract Term other than for attendances in fulfilment of our obligations under clauses 12.1 and 14.1 below.</p>	<p>16. <b>Force majeure</b> We shall not be considered in default of any of our obligations to the extent that performance of the Contract is delayed or rendered impossible by strikes, lockouts, fire, accidents, defective materials, failure of power and/or telephone suppliers or any other service provider delay in receipt of raw materials or bought-in goods or components or in the issue of any licence, permit, approval or other sanction applied for in accordance with clause 6.1 above or any other cause beyond our reasonable control.</p> <p>17. <b>Sub-contractors</b> We shall be entitled at our discretion to sub-contract any portion of the Contract, but no such sub-contract shall affect our liabilities under the Contract.</p>
<p>6.12 Not allow any person other than one of our authorised representatives to carry out any repairs, alterations or additions to the System during the Contract Term. 6.13 Indemnify us against any loss (including loss of profit), costs, damages, charges and expenses incurred by us as a result of any failure by you to comply with your obligations under this clause 6 or arising out of any negligence or breach of statutory duty on the part of you, your servants or agents. 6.14 Comply, if the System is a CCTV system, with the Data Protection Act 1998 CCTV Code of Practice. 6.15 Pay to us, as liquidated damages, as compensation for the time and expense we invest training our staff to a high standard, a sum equivalent to four times the weekly rate of Our Charges if at any time during the currency of or within three months from the termination (for any reason) of the Contract, you employ any member of our staff or enter into a contract for services with any such member of staff or with any firm or company of which such member of staff is a director, shareholder, partner or employee.</p> <p><b>7. Our obligations</b></p> <p>7.1 We will supply and install the System at the time agreed with you or if no time has been agreed within a reasonable time. We shall not be liable for any penalty loss, injury, damage or expense arising from any delay in the installation of the System nor shall any such delay entitle you to cancel the Contract.</p>	<p>18. <b>Termination</b> 18.1 The Support Service will automatically terminate if the Premises are damaged or destroyed to the extent that you are unable to use the Premises or we cannot reasonably provide the Support Service. 18.2 The contract for the Support Service can be terminated by:- 18.2.1 either party giving to the other not less than three months' notice of termination in writing expiring on the third or any subsequent anniversary of the Installation Date and/or Service support commencement date; 18.2.2 us giving twenty eight days' notice to terminate to you if you are in breach of clause 4.3 above; 18.2.3 either party giving twenty eight days' notice of termination in writing to the other if the other party is in material breach of its obligations under the Contract and such other party has failed to remedy such breach within twenty eight days of being notified of such breach. 18.2.4 Should the term of the original agreement expire any further service support given shall be deemed to be a continuation of the original agreement and as such will become a rolling contract subject to the terms of the original agreement and subject to the agreement under clause 18.2.1 above. 18.3 If we have to terminate the Contract in accordance with clause 18.2.2 or clause 18.2.3 above or if you purport to terminate the contract for the Support Service except in accordance with clause 18.2.1 or clause 18.2.3 above, you will pay by way of liquidated damages 75% of the charges for the Support Service which you would otherwise have been obliged to pay to us had you terminated this Contract on the earliest date you would have been entitled to terminate this Contract under clause 18.2.1 above.</p> <p>19. <b>General</b> 19.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing (which shall include facsimile transmission) addressed to that other party at its registered office or principal place of business in England and Wales, or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. 19.2 None of these conditions may be enforced by any person, firm or company who is not a party to the Contract. 19.3 No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision. 19.4 If any provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected thereby. 19.5 Any dispute arising out of the Conditions or the carrying out of the Works shall be referred to arbitration by a single arbitrator appointed by agreement or (in default of agreement) nominated at the request of either party by the President for the time being of the Royal Institute of Chartered Surveyors. 19.6 The Contract shall be governed by the laws of England and Wales. <b>NB.</b> We make no claim that the installation of the System will prevent damage, loss or injury to you or the Premises. You must therefore ensure that the Premises and its contents are adequately insured and that you have adequate public liability and (if appropriate) employer liability insurance cover.</p>