

A white van with blue and red branding for Active Fire & Security. The van has the company name and logo on the side, along with the website address www.activefireandsecurity.co.uk and the phone number 01271 322567. The van is parked in front of a building with large windows.

ACTIVE
FIRE & SECURITY

**ANNUAL
MAINTENANCE
CONTRACT**

TERMS & CONDITIONS

1. General

- a. This agreement provides details and charges, and forms the basis of a contract to provide services for the Routine Inspection, Servicing, Maintenance and Repair of security and / or safety equipment by Active Fire & Security (UK) Limited (hereinafter referred to as 'We', 'us' or 'Our').
- b. The services provided are limited to specific equipment (hereinafter referred to as ('the system') the detail of which is available on request; installed at the location specified in the site address; and do not extend to any other equipment connected to, or connected with, the operation of the system.
- c. This agreement does not terminate an existing agreement for the provision of similar services by Active Fire and Security (UK) Limited where the contract term of the antecedent agreement has not yet expired, and will not expire during the period of cover as detailed in correspondence and associated invoice.
- d. Where an existing agreement term is due to expire during the period of cover, or where no antecedent agreement applies, you agree for these Terms and Conditions to be applied consecutively and successfully from the date the antecedent agreement expires, or from the start of the period of cover (whichever is the latter) until the end of the period of cover.
- e. Notwithstanding any antecedent agreement, the term of this agreement is the period of cover as detailed in correspondence and associated invoice, and you indicate your agreement to enter into this agreement, and upon these Terms and Conditions of this agreement being applied, you accept them in their entirety & without reservation, unless altered or appended to with our specific agreement in writing.

2. Routine Inspection, Servicing and Maintenance

- a. We will carry out Routine Inspections of your System at intervals specified in accompanying documentation as part of this agreement if the period of cover has duration of 12 months or longer.
- b. If the period of cover has a duration of less than 12 months, a Routine Inspection is not deemed part of this agreement and will only be carried out at our discretion if successive constructive agreements provide a cumulative period of cover over 12 months or greater.
- c. Routine Inspections will be carried out during Normal Working Hours as defined on our website and to a schedule based on postcode regions as determined by us. Details of times and schedules are available on request but are subject to subsequent alteration without notification.
- d. Routine Inspections will be carried out in accordance with the current relevant British or European Standard.
- e. The Routine Inspection of equipment installed in commercial properties may be carried out without notice unless you request it is only to be done at prior appointment. The Routine Inspection of equipment installed in non-commercial properties will be carried out with a prior appointment.
- f. If we attend to carry out the Routine Inspection without notice and it is inconvenient for you to provide access, you should advise us before we start work, or within a reasonable timescale of us starting work and we will re-attend at a future date without additional charge.
- g. If you have requested we arrange for the Routine Inspection to only be carried out by prior appointment, we will contact you via letter, e-mail, telephone, fax or any other suitable media giving reasonable notice and suggest a date and time window.
- h. If the proposed appointment is inconvenient or circumstances prevent you from keeping this appointment, you may alter the date and/or time up to one working day prior to the appointment date via letter or e-mail, or up to 4 hours before the start of the appointment time window via telephone.
- i. In the unlikely event we have to alter the date or 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 (see clause 8.b) make it impractical for us to contact you.

- j. If we attend on the date, and during the time window of the suggested or agreed appointment, and you, or an authorised person, are not present to allow access, we will leave notification of our attendance, requesting that you contact us. If you fail to contact us within one calendar month of the date of attendance, your Routine Inspection is “deemed done” as defined under guidelines issued by our third party inspectorate and if you subsequently require us to re-attend to carry out the Routine Inspection, additional charges will apply.
- k. 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.
- l. An appointment time window indicates the earliest and latest time the technician may arrive and does not indicate the time the work will be completed and we require that you, or someone you appoint with sufficient authority, to be on the premises at all times and that they have the authority to sign for the work carried out and to authorise additional work and any associated costs where applicable.
- m. If we attended by prior appointment, but access to areas within the property are not available, or not provided within a reasonable timescale upon request, we will assume the equipment we have been unable to inspect is fully operational. If you require us to re-attend to inspect such equipment when access is available, additional charges will apply.
- n. If you provide us access but due to our operational circumstances we are unable to complete the inspection, servicing or remedial work, we will arrange to re-attend to complete the work without additional charge
- o. Elements of servicing and maintenance that are included within the scope of the Routine inspection and that incur no additional cost to you will be carried out by the technician without prior authorisation.
- p. Works not included within the scope of the Routine Inspection or that incur additional charge, will only be carried out with your authorisation or the authorisation of the person you have appointed to allow us access
- q. 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 system by altering programming subject to your authorisation (hereinafter referred to as ‘Remote Services’).
- r. Where British or European Standards require more than one Inspection per year at our discretion we may supplement Routine Inspections with Remote Inspections if the period of cover has a duration of 12 months or greater or if successive consecutive agreements provide a cumulative period of cover of 12 months or greater.
- s. 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.
- t. At the conclusion of the term of his agreement you will receive an invoice for the next period of cover. If you do not agree to enter into the next period of cover and do not pay the associated invoice but invite us to attend site to carry out any work onsite including a Routine Inspection after the end of the current period of cover, you will be charged for attendance, labour and materials at the prevailing rate for that visit.

3. Callout, Repairs and visits other than for Routine inspections

- a. With the exception of Routine Inspections, Remote Inspections or Remote Services, if you ask us to visit your premises, the visit will be chargeable for attendant fees, labour and materials and you agree to pay a reasonable charge for all visits including aborted attendance and failure to gain access.
- b. We will repair your system during Normal Working Hours when you ask us to do so by either site visit or by Remote Services where facilities are available.
- c. For specialist Intruder Alarm and Fire alarm Systems, we will attend site within 4 hours or 8 hours retrospectively where requested to do so, alternatively by appointment within a mutually convenient time window.
- d. For specialist Fire and Intruder Alarm Systems, we will visit your premises outside of normal working hours when you ask us to do so.
- e. For all systems other than those detailed in clause 3.c., we will attend site within Normal Working Hours of the next working day after you report the fault or by appointment within a mutually convenient time window.
- f. 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.
- g. Details of Routine Inspection, Remote Inspection, Remote Services, Maintenance and remedial work carried out may be recorded either electronically or in a paper format and a copy will be provided upon request.

- h. At our discretion we may offer you a TotalCare level of service for intruder alarms provided you continue to pay a fee to extend the warranty of the equipment continuously after the first twelve months from installation.
- i. At our discretion we may offer a StandardPlus level of service subject to an additional fee as part of this agreement.
- j. If you ask us to repair a system with a TotalCare or StandardPlus level of service during the period of cover, you will not be charged for labour, attendance fees or callout charges if the system requires repair due to equipment defect, failure or wear and tear.
- k. With a StandardPlus level of service you will be charged for any materials or replacement parts required at any time.

4. What is not covered by this agreement

- a. 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 used.

5. Payment Terms

Payment must be made in full without retention or set-offs by no later than 7 (seven) days of invoice date. Any disputes must be made in writing within 14 days of the invoice date. If you fail to pay an invoice when due, or fail to maintain payments on the due date of a schedule, we reserve the right to demand full & immediate payment of this invoice and all remaining payments on any schedule. Active Fire & Security (UK) Ltd reserves the right to charge interest of 8% over the Bank of England base rate current for the time being, any court fee and debt recovery cost will also be charged and without notice to suspend any further services until all arrears (including interest) have been paid and at our option, to rescind any subsisting contract with you as to all or any part of future services but without prejudice to any rights already accrued to us under such contracts.

All goods supplied remain the property of Active Fire & Security (UK) Ltd until payment has been received in full.

6. Annual Maintenance Contract Payment Terms:

- a. All annual maintenance contract costs must be paid in advance, before any routine maintenance visits take place.
- b. Your first routine maintenance visit of the year will be due the following month after the invoice date.
- c. We will contact you to arrange a suitable date to undertake the visit after payment of the annual maintenance contract has been received.
- d. If we do not receive payment within 30 days of the annual maintenance contract invoice date, we will assume you no longer require an annual maintenance contract and shall cancel the contract due to no response from customer. Any work undertaken from then on will be charged at non- contracted customer costs as listed below.
- e. With the exception of routine maintenance visits, all visits undertaken within office hours will be charge at a normal rate.
- f. All Visits made outside of office hours will be classed as an out of hour callout and will be charged accordingly.
- g. It is the customer's responsibility to check the callout charge before requesting a callout.

7. Office Hours: Active Fire & Security (UK) Ltd office hours are as following:

Monday to Friday 08:30 –16:30 (excluding public & bank holidays)

All other times are deemed out of hours and callouts will be charged accordingly.

8. Callout Charges

If you request us to make a visit to the premises, the visit will be chargeable for callout/travelling fees, labour, and materials and you agree to pay for all visits including aborted attendance and failure to gain access.

Contracted Customers

Callout within office hours (Includes the first hour travelling/onsite) £45.00 + vat

Callout outside office hours (Includes the first hour travelling/onsite) £65.00 + vat

Non Contracted Customers

Callout within office hours (Includes the first hour travelling/onsite) £65.00 + vat

Callout outside office hours (Includes the first hour travelling/onsite) £85.00 + vat

It is the customer's responsibility to check the callout charge before requesting a callout.

Contracted Customers will always get priority over non contracted customers, and we cannot guarantee a site visit the same day for non-contracted customers.

9. Labour Charges

Office hours (per hour or part thereafter) £30.00 + vat

Out of hours (per hour or part thereafter) £60.00 + vat

Active Fire & Security (UK) Ltd reserves the right to charge for technical support over the phone, and this will be down to the discretion of the company.

It is the customer's responsibility to check the cost of all work, before requesting it to be undertaken. Once the work has been undertaken you are then responsible for any monies due.

Any prices given over the phone can only be classed as an estimate and all fixed price quotation must be made in writing.

10. Materials & Warranty

All materials installed will be deemed as chargeable, unless covered under a manufactures warranty and within 12 months of installed date.

Any products that are covered by an extended manufactures warranty will be repaired or replaced after manufactures/suppliers agreement, but all callouts & labour will be deemed as chargeable.

All goods supplied remain the property of Active Fire & Security (UK) Ltd until payment has been received in full.

11. Additional costs you may need to consider that you would be responsible for

- a. All cost necessary for the provision of communication services from network providers, and mains supply from energy providers to enable the operation of the system through continuous service.
- b. Any charges levied by the Police, Fire Brigade, Guarding services or other services in connection with the use or activation of the system no matter how caused.
- c. Any financial arrangements made with yourself for persons acting as your agents for attending to, or in connection with the operation of your system.
- d. Active Fire & Security (UK) Ltd shall not be liable for the cost of any reinstatement and or decoration of the premises made necessary by the installation, inspection, testing, adjustment or repair to any part of the system.

12. Your responsibilities

- a. 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.
- b. 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 re-attend when the hazard has been cleared.

- c. You accept overall responsibility for the integrity of the System in so far as we cannot reasonably be held 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 and passwords; and you indemnify us against any loss, damage or injury following a breach or your own security or safety protocol.
- d. 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.
- e. We have no special knowledge of the value or nature of the contents of your premises or the nature or 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.
- f. You agree to take all reasonable steps to ensure the Alarm System causes no distress or nuisance to any 3rd parties and indemnify us against claims made by Police, Local or any other Authority or Civil Action.
- g. 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.

13. Limitations of your responsibilities

- a. THE LIMITATIONS IN THE EXTENT OF OUR LIABILITY DO NOT AND WILL NOT AFFECT YOUR STATUTORY RIGHTS WHERE YOU DEAL WITH US AS A CUSTOMER.
- b. 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 threats of war, riots, civil strife, terrorist activity, industrial dispute, nature or nuclear disaster, adverse weather conditions, traffic congestion, obstruction of any road or highway, or any other cause beyond our control.
- c. We cannot accept liability for any loss in trading profits, internal expenses or consequential loss incurred by you following any unlawful act or entry or otherwise of an person or persons in or on the premises
- d. Any claim for liability for physical damage to your premises or their contents will only be considered if reported within 7 (seven) days of the alleged act, omissions or occurrence.
- e. We shall not be required to make any remote transition or monitoring services or to make any repayment to you if any third 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.
- f. 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 of counter the signal received; notify the Police or Fire Authority accordingly.
- g. 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.

14. Cancellation and/ or Termination of this Agreement

- a. Any notice required to be given under this Agreement shall be deemed to have been sufficiently given if properly addressed and sent by post to our registered office, or in the case of us contacting you, your last known address, and shall be deemed to have been properly served at the time when in the ordinary course of transmission it would have reached its destination.
- b. You may terminate this agreement after the contract term by giving three months' notice in writing.
- c. Termination will not be deemed to be complete until all outstanding payments have been received and you have allowed us access to repossess all certificates of compliance, any records held on site for engineering purposes and any signalling equipment and/ or modems all of which always remain our property. NOTE: Any RedCARE/DualCom service provided as part of this agreement is non-transferable and will be cancelled upon termination.
- d. We may terminate the agreement and/ or 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 in this agreement, subject to you giving notice in writing of not less than 7 (seven) days.
- e. 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.
- f. This Agreement is personal to you and may not be assigned to or otherwise transferred by you, although we may be prepared to enter into a new agreement with the new occupier at our sole discretion, notwithstanding your obligations.