

TERMS & CONDITIONS

1. DEFINITIONS

The meanings of the expression of this agreement are given below:-

1.1 Company

This is Duchy Alarms, Truro

1.1a The Customer

1.2 Agreement

The agreement comprises of:-

- a) Quotation
- b) System Specification
- c) Warranty Options

On completion and final payment, all equipment becomes the property of the Customer

1.3 Installation Date

The installation date is when the hand over has been completed for the original system and the Customer has signed the acceptance

1.4 Hours of Working

The normal hours of working are from 0800 to 1700, Monday to Friday with the exception of Bank Holidays. A 24 hour call-out is available in the case of emergencies

1.5 The Premises

The premises is where the alarm system is installed

2. THE CUSTOMER

2.1 Access

The Customer shall allow the Company, its employees and sub-contractors access to the Premises during reasonable working hours

2.2 British Telecom Facilities

The Customer shall make available and pay for any necessary British Telecom connection

2.3 Defects

The Customer shall notify the Company forthwith, by Telephone or in writing, of any defect in the alarm system and shall allow the Company to take any steps it considers necessary to remedy such defect

2.4 Fixtures & Fittings

If to facilitate the installation of the system the customer requests that the Company moves any of the customer's furnishings, fixtures or equipment whilst the Company will take all reasonable steps to ensure that no damage is caused to any of the said fixtures, fittings and equipment nevertheless in the event of the same being damaged by any cause whatsoever then the customer shall not hold the Company nor any of its servants or agents liable in respect of any such damage howsoever caused

2.5 Attendance at Premises

The Customer shall be responsible for any attendance by the Company or third parties except for Warranty or maintenance attendances

2.6 Structural Alterations

The Customer shall notify the Company before any structural alterations are carried out to the Premises. The Company shall determine any change required to the alarm system, if any, and the Customer shall be responsible for any cost involved in the same

2.7 Damage or loss to any Equipment

The Customer shall be responsible for any cost of work required to be carried out to the alarm system in the event of damage howsoever caused. Any equipment fitted or left on site whilst completing an installation will be deemed as the customers equipment.

3. LIABILITY

The Company accepts liability in respect of:-

- a)
 - i) Death or personal injury resulting from the negligence of the Company or of its servants or agents when acting in the course of their duties for the Company
 - ii) Breach on the part of the Company of any condition or warranty as to the title implied by the Sale of Goods Act 1979
 - iii) Breach on the part of the Company of any term as to the alarm system's correspondence with description or sample or its quality or fitness for any particular purpose which may be implied by the said Act of 1979 or otherwise, except where the Customer makes or holds himself out as making this Agreement in the course of a business (as defined by the Unfair Contract Terms Act 1977)
- b) Save as provided, neither the Company nor any servant, agent or sub-contractor of the Company shall in any circumstance be liable for any loss or damage whatsoever whether direct or indirect and howsoever caused arising from or as a result of any misrepresentation made by or on behalf of the Company to the Customer or any breach by the Company of the express or implied terms of this Agreement or any sort of negligence committed by the Company, its servants agents or sub-contractors in the course of or in connection with the performance or purported performance by the Company of its obligations under this Agreement or the operation, non-operation or faulty operation of the alarm system or any failure by the Company, its servants, agents or sub-contractors to call the Police or any other Authority
- c) Delay of Third Party Services - The Company accepts no responsibility for the withdrawal or delay of third party services
- d) Right of Assignment - The Company may assign all or part of this Agreement. This Agreement supersedes and terminates any antecedent agreement relating to the Alarm System at the Premises

4. Maintenance

The Company guarantees all new equipment installed by them for the period of one year from the date of completion of the Alarm System. This guarantee does not cover: faults arising from misuse, neglect, customer error, vandalism or any outside interference such as power surges, lightning storms, electromagnetic radiation or telephone line faults We reserve the right to refuse responsibility of a system which has been altered or repaired by other than our own engineers. The Company will provide a yearly maintenance contract, a copy of the maintenance contract terms are attached to and form part of this Agreement. Customers holding a annual maintenance contract are entitled to a 24 hour call out response

4.1 Monitoring

Where a monitored system is installed, the Devon & Cornwall Constabulary enforce the current British Standards that dictate that all monitored systems require two mandatory maintenance services per year. A 4 hour call out response is held- unless otherwise specified by authorised personnel. Any new standards brought into effect after your system has been installed will be complied with. The Company or Engineer attending the site during maintenance visits will explain any new standards prior to carrying out any additional works.

5. FORCE MAJEURE

The Company accepts no responsibility or obligation hereunder by reason of strikes, lock-outs, labour disputes, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway or any third party action beyond the control of the Company and shall not be deemed to be a breach of contract of this Agreement

6. STATUTORY RIGHTS

Nothing contained herein shall affect the statutory rights of the Customer

7. PAYMENT

Shall be payable upon completion unless the Customer holds a 30 day account with the Company

- 7.1 Payments by the Customer under this agreement will be paid in full within or by 30 days of the invoice date. In the event of none payment or part payment of overdue accounts the Company shall not whilst such payment remains outstanding be obliged to carry out any attendance until full payment has been received

8. DISPUTES

In the event of any dispute this contract is Subject to the Laws governed by England and Wales

9 MATERIALS TRACEABILITY:

Where and to the extent that traceability is a specified requirement: Please indicate on acceptance form or in writing.