

# TERMS OF BUSINESS AND CONDITIONS OF SALE

## TERMS OF BUSINESS

- A. In these conditions Automatic Alarms Ltd and its Subsidiary Companies is referred to as "The Company" and the company person dealing with The Company is referred to as the customer.
- B. "System" means all the equipment fitted by the company.
- C. "Communicating Equipment" such as Digital Communications, Redcare & Dualcom Equipment remain the property of The Company for Rental contracts and must be insured by the Customer.
- D. "Control Equipment" any control equipment power supplies and audible alarms remain the property of The Company for Rental contracts and must be insured by the Customer.
- E. "Installation Date" means the date when the installation of the audible system has been completed by the company and the keys and/or codes thereto have been handed over to the customer and is not based on the date of connection of any communicating equipment.
- F. "Contract Period" means 60 months & thereafter continuing annually until the agreement has been terminated by either party giving to the other at least 3 months notice in writing. The contract period commences on the Installation Date or for existing systems the date when the order/instruction has been received for the system maintenance. The customer may cancel this agreement at any time on payment to the company by way of liquidated & agreed damages an amount equal to 50% of the maintenance & monitoring charge payable for the remainder of the original period or one year's maintenance and monitoring charge whichever is greater.
1. **THESE CONDITIONS**  
The Company enters into all agreements with the customers solely on the terms of these conditions (subject to clause 2 below) and no representation or warranty, collateral or otherwise, shall bind the company and no statement made by any representative purportedly or on behalf of The Company shall vary these conditions, unless such representation, warranty or statement shall be made by writing and signed by a Director of the Company and shall be stated to be made specifically in pursuance of this clause 1 of these conditions. The Company shall not be bound by any of these conditions of business of the customer, unless such conditions are expressly accepted by the company by a statement made in writing, signed by a Director and stated to be made specifically in pursuance of this clause 1 as aforesaid. Where there is any variance between the Customers conditions and these conditions shall prevail and acceptance of goods by the Customer shall be evidence of acceptance of these conditions.
2. **WAIVER**  
Any variation or waiver of these conditions of any warranty, representation or statement validly made by the company pursuant to Clause 1 of these conditions on any one occasion shall be binding upon The Company only for one contract or purpose specified and shall not unless otherwise specifically agreed in writing and affect any future contract or the applicability of these conditions for any other purpose.
3. **EXCLUSION**  
For the purpose of these conditions. The Company contracts on behalf of itself, its servants and Agents and insofar as any exclusion or limitation of liability or indemnity herein after appears, the same shall insure to the benefit not only of The Company but also its servants and agents.
4. **PRICES**  
a. Prices stated in all and only quotations by The Company will remain fixed for a period of twenty-eight days from the date of quotation.  
b. Any agreement between The Company and the Customer in relation of maintenance of the prices for a longer period or for the purpose of limiting the price increase shall not be binding unless in writing and signed by a Director of The Company.
5. **QUOTATIONS**  
Quotations are provided by The Company for guidance only as an invitation to treat and no contract shall exist between the parties until such time as the Customer's order is accepted by the Company.
6. **ADVICE**  
Any advice or recommendation given orally or by writing by The Company its servant or Agents, whether requested by the Customer or any other party or not, is for guidance only it is not intended to be relied upon and The Company shall not be under any liability whatsoever in respect of any act or omission or any recipient (whether directly or indirectly) of any such advice or recommendation, or in respect of any loss whatsoever howsoever occasioned in manner therefrom.
7. **OWNERSHIP**  
(a) Risk of damage to or loss of goods shall pass to the purchaser:  
1. in the case of goods to be delivered at the vendor's premises at the time when the vendor notifies the purchaser that the goods are available for collection; or  
2. in the case of goods to be delivered otherwise than at the vendor's premises, at the time of delivery or, if the purchaser fails to take delivery of goods, the time when the vendor has tendered delivery of the goods.  
(b) Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the purchaser until the vendor has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the vendor to the purchaser for which payment is due.  
(c) Until such time as the property in the goods passes to the purchaser, the purchaser shall hold the goods as the vendor's fiduciary agent and bailee, and shall keep the goods separate from those of the purchaser and the third parties and properly stored, protected and insured and identified as the vendor's property. Until that time the purchaser shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to the vendor for the proceeds of sale or otherwise goods, whether tangible or intangible, including insurance proceeds, and shall keep all proceeds separate from any monies or property of the purchaser and third parties and, in the case of tangible proceeds, property properly stored, protected and insured.  
(d) Until such time the property goods passes to the purchaser (and provided the goods are still in existence and have not been resold), the vendor shall be entitled at any time to require the purchaser to deliver up the goods to the vendor and, if the purchaser fails to do so forthwith, to enter upon any premises of the purchaser or any third party where the goods are stored and repossess the goods.  
(e) The purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the vendor, but if the purchaser does so all monies owing by the purchaser to the vendor shall (without prejudice to any other right or remedy of the vendor) forthwith become due and payable.
8. **TIME**  
Time is not of the essence in any contract between The Company and the Customer (save as otherwise appears herein) and The Company will not be liable for any delays in the supply and installation of the alarm system or any losses whatsoever due to any such delays howsoever caused. Dates for installation if quoted are for guidance only, but without any responsibility on part of the company whatsoever.
9. **FRUSTRATION**  
If the installation of the Alarm Systems is prevented from unavailability from the company's intended source of supply or for any other reason whatsoever. The company shall be at liberty to suspend or cancel a contract or that part thereof which is affected without incurring any liability for any loss or damage arising therefrom howsoever caused and the provisions of the Law Reform (Frustrated Contract Act 1943 or any statutory amendments or reenactment thereof shall so far as is applicable apply).
10. **COMPANY OBLIGATIONS**  
a. **STANDARD COVER:** The standard cover maintenance charge includes annual maintenance visits in accordance with the schedule overleaf and the relevant British Standards and 24 hour service availability. All Parts and Labour are chargeable (See Section 14d).  
b. **TOTAL COVER:** The total cover maintenance charge includes annual maintenance visits in accordance with the schedule overleaf and the relevant British Standards, 24 hour service availability and the extended guarantee for normal wear and tear on all labour and parts of the System (see Section 14d).  
c. **LABOUR COVER:** The Labour cover maintenance charge includes annual maintenance visits in accordance with the schedule overleaf and the relevant British Standards, 24 hour service availability and labour costs for repairs due to normal wear and tear. Parts are chargeable.  
d. The System is intended as set out in the Company's specification only to reduce risks of loss and damage to the property and the injury to the person on the premises to the extent that this is practicable by the use of such equipment. The Company gives no undertaking to the subscriber that the system may not be compromised or circumvented or that the system will prevent any loss by burglary, theft or otherwise. The Company does not guarantee that particular loss, damage, or injury can and will be prevented by such use.  
e. The Company accepts the responsibility to ensure that the system will be reasonably capable of meeting this purpose, but does not accept any larger responsibility than this whether negligence or otherwise.  
f. The Company is not an insurer of the premises the property of the persons which the System is installed to protect. The subscriber accordingly undertakes with the company to keep comprehensively insured against all risks.  
g. Apart from the Company's obligation to the subscriber in respect of the System's quality or the fitness for the purpose defined in these conditions. The Company shall not, whether for negligence, breach of contract or otherwise be liable for any loss of or damage to the premises or the property there caused by burglary, theft, robbery, of any unauthorised entry by reason of failure of the System to operate or any inadequacy in the design installation or the maintenance of the System.
11. **DEATH OR PERSONAL INJURY**  
Wherein these conditions The Company excludes or limits its liabilities in respect of any loss or damage. The Company does not intend or purport thereby to exclude or limit liability for death or personal injury, resulting whether wholly or (Pro-Tanto) in part from its own negligence or that of its servants or Agents and these conditions will take and affect accordingly.
12. **CUSTOMER OBLIGATIONS**  
The customer shall pay to The Company:  
a. The installation, monitoring and maintenance charges on completion, unless otherwise agreed in writing.  
b. Subsequent maintenance and monitoring charges on each anniversary of installation.  
c. The Company reserve the right to issue interim invoices at the end of each month for the proportion of time and materials expended within that month for the duration of the installation.
13. **PAYMENTS**  
a. At any time of the expiry of one year of the installation date The Company may increase the maintenance charge in accordance with its current maintenance charges ruling at the date when any annual payment falls due. The submission of any invoice by the company shall be sufficient notice to the customer of any increase.  
b. If at any time any payment due from the Customer to the Company is overdue for a period of twenty eight days or more:  
1) The Company shall not be bound to perform any of its obligations under the contract – including installation, maintenance and any remote communication.  
2) Upon twenty-four hours notice in writing to the Customer. The Company shall be entitled to repossess goods delivered to the Customer and not paid for in full (and for that purpose to enter upon the property in which the same is situated).  
3) The Company reserves the right to charge interest on overdue accounts.  
4) The Company may class the agreement as being cancelled by the Customer and clause F and 13d will apply.  
c. **BANKRUPTCY ETC:** In the event that (being an individual) the customer commits an act of bankruptcy or has a receiving order made against him or (being a company) enters into liquidation (whether compulsory or voluntary) or has a receiver or a manager appointed over the whole or any part of its business or undertaking, then The Company shall have the same entitlement as the one set out in 13b.  
d. **CANCELLATION:** In the event that the order be cancelled by the Customer in whole or in part after acceptance by the Company. The Company may at its sole discretion levy a cancellation charge upon the Customer, at least sufficient to reimburse the Company in respect of such items as have been obtained, and or subsequent loss of profit.  
e. **COMPANY PROPERTY:** The Customer shall insure and not sell, charge, pledge, part with the possession of or otherwise deal with the Company's property or remove or permit it to be removed from the premises and on termination of this agreement return to the Company or permit The Company to repossess The Company property.
14. **THE CUSTOMER SHALL THROUGHOUT THE CONTRACT PERIOD**  
a. Afford to the Company its Servant and Agents, full and free access to the premises on weekdays during normal working hours or at other times if the circumstances require to enable The Company to perform its responsibilities.  
b. Use and operate the System with reasonable care to ensure its proper and efficient operation.  
c. Notify The Company as soon as practicable of any defect appearing in the system or of any repairs that appear to be necessary and permit The Company to take such steps as The Company thinks necessary to remedy any such defects and make such repairs.  
d. Pay for any work to be carried out on the system that is not covered by the Company Obligations in 10a, 10b or 10c, including any call-out charge due, travelling time, on site labour and materials, resulting from adjustments, repairs, replacements, or reset, due to equipment failures, fire, storm, tempest, break-in, attempted break-in, accident, nuisance, mistreatment, misuse or any alterations to the system.  
e. Not interfere in any way with the System.  
f. Provide any British Telecom/others line/broadband facilities (if needed) and pay for such facilities.
15. **INDEMNITY**  
a. Subject to sub-clause b below, the Customer at all times and keep The Company its servants and agents effectively indemnified against all actions, proceedings, costs, charges, claim, expenses and demands whatsoever which may be made or brought against the Company its servants and agents by any third party in respect of any alleged injury, loss, damage, expenses, arising out of or in connection with the goods or any services supplied by the Company to the Customer.  
b. Where actions, proceedings, claims, costs, charges, expense demands such as are referred to as sub-clause a as above are in respect of death or injury caused wholly or in part by negligence of The Company its servants and agents neither The Company nor its servants or agents shall claim indemnity from the customer in respect of such proportion of such actions, proceeds, costs, charges, claims, expenses or demands as shall be found to be due to their own negligence.
16. **ENGLISH LAW**  
The conditions shall be governed and interpreted according to English Law and both The Company and the Customer hereby submit to the jurisdiction of the English courts.
17. **HEADINGS**  
The headings to each clause are for assistance only and not intended to form part of these conditions.