



# CITY ALARMS LTD

142-144 HILLVIEW AVENUE  
HORNCHURCH, ESSEX, RM11 2DL  
WWW.CITYALARMS.COM

FOR ALL YOUR  
SECURITY NEEDS

TEL: 01708 437000

INFO@CITYALARMS.COM

Name & Address: .....

.....

.....

.....

(Hereinafter referred to as 'the Premises')

## INTRUDER ALARM SERVICE MAINTENANCE AGREEMENT

1. This Intruder alarm Service Maintenance Agreement conforms with the European EN50131 in so far as the requirements of EN50131 being the minimum number of attendances in a given (12) twelve month period, as follows.

**SYSTEMS** Domestic or Commercial operating audible alarms only. (1) One visit in a given twelve month period starting from the commissioning of the installation, on or before the twelfth calendar month, except where primary batteries are used. This agreement is initially for a one year period, thereafter on an annual basis until determined by one months written notice given by either party.

**SYSTEMS** Domestic or Commercial with remote signalling to the Police through a manned central control station. (2) Two visits in a given twelve month period at (6) six monthly intervals but not to exceed (7) seven months. This agreement is initially for a one year period and thereafter on an annual basis until determined by one months written notice given by either party.

2. This intruder Alarm Service Maintenance Agreement requires the Subscriber to place with the Company in advance sufficient deposit to permit the Company's engineers to attend the site and carry out up to one\* hours labour exclusive of any replacement parts or materials. In the case of a Bells Only installation it will be sufficient for one visit. In the case of an installation with Remote Signalling it will be sufficient for two visits.

\* In the case of very large installations this time may need to be extended.

### 3. TYPES OF SERVICE AVAILABLE

**GENERAL** Any attendance during normal working hours that is 0800 - 1600 hours Monday to Friday. Calls will be scheduled in with our daily routine and dealt with at the discretion of the Company.

All attendances under GENERAL will be treated as routine service calls within the terms of EN50131.

**EMERGENCY** Any attendance outside normal working hours including weekends and Bank Holidays.

### 4. PRINCIPLE OF OPERATION

On receipt of your deposit you will be eligible for (1) one or (2) two visits within the terms of this agreement. On attendance the engineer will carry out the service or repair and on completion complete a report docket for your signature. It is the Subscriber's or his representative's responsibility to ensure that the docket records time on site and a report of the nature of the call, as this will form the basis of the final costing. Where attendance is made under the GENERAL service and extends beyond normal working hours then over-time rates will apply.

When a deposit is made and there has been no request for service in either (7) seven or (12) twelve months whichever applies then a routine visit will be made and the system checked. When a deposit is made and a request for attendance is received, following the attendance, a statement of account will be presented. Where your deposit has been used in such an attendance, a request for a deposit will accompany the statement of account.

IF YOU ARE NOT IN CREDIT IN THE FORM OF A DEPOSIT AS OUTLINED IN (2) OF THIS AGREEMENT, FOLLOWING RECEIPT OF OUR STATEMENT OF ACCOUNTS. AFTER (30) THIRTY DAYS IT WILL BE JUDGED THAT YOU DO NOT WISH TO RENEW THE AGREEMENT AND THE AGREEMENT WILL BE TERMINATED, FURTHERMORE IN THE EVENT of the Subscriber making default in payment in any of the charges herein or committing a breach of the provision of this agreement the Company may in its absolute discretion immediately cease without prejudice to any right of action or remedy of the Company to recover any sum due or owing under the terms of this agreement at the date of such termination.

### CHARGES

Charges are based on the costs ruling at the date hereof. The Company may increase this charge at any time providing that the Subscriber is given notice stating the increase.

**PAYMENT** for annual maintenance of intruder alarm £ .....

For and on behalf of

### ACCEPTANCE

I/We hereby accept the above offer in accordance with prices and on the Conditions set out herein.

Signature .....

Position held .....

For and on behalf and fully authorised by Full Name of Customer .....

Address .....

Date .....



### 1. Definitions, etc

- ) The "Installation" means that security or alarm system and items of associated equipment described in the system design specification and which is the subject of this Contract.
- i) The "Installer" means the person, partnership or company which is undertaking to install, maintain, and/or monitor the Installation which is the subject of this Contract
- ii) "Preventive Maintenance" means inspection, testing and adjustment of the Installation to confirm satisfactory operation or to identify any faulty items or processes to the Customer.
- v) "Corrective Maintenance" means the diagnosis and repair of faults and defects including defects discovered during Preventative Maintenance work or as a result of emergency call-out.
- ) The "Quotation Price" is that price accepted by the Customer in the Contract and is not subject to revision except by agreement in writing of both parties.
- i) The "Maintenance Contract Price" is that price payable by the Customer in the Contract, and may be subject to reasonable increase (based on the Retail Price Index or other suitable measure) on an annual basis, during the Maintenance Contract Period, to cover increases in wages, rates, traveling costs, and any other relevant prevailing factors since the date of the Contract.
- ii) The "Maintenance Contract Period" is that period quoted in the Contract and accepted by the Customer and commences initially on the date of issue by the Installer of a Certificate of Compliance for the installation or may commence on any anniversary of that date thereafter.
- iii) The "Customer" means any company, firm or individual or agent thereof to whom the Installers Quotation or Contract is addressed.
- x) "Applicable Standards" means those adopted by any approvals or regulatory organization by which the Installer is for the time being Recognized or any modification or replacement thereof, current at the date of this Contract.

### 2. General

Acceptance of the Quotation includes acceptance of the following terms and conditions as well as any which may have been added in the system design specification, which may specifically override these Terms and Conditions of trading and will take precedence if necessary for purposes of interpretation. However, nothing that is stated or implied in these Terms and Conditions shall detract from the private consumers statutory rights. Any alteration to any of the conditions can only be valid if made in writing and agreed by both parties. Unless specifically accepted by the Installer in writing, all other terms and conditions not contained in or implied by the Contract are excluded.

### 3. Basis of Quotation for Installation

- ) Installing work is to be done during normal working hours, i.e. Monday to Friday 8.00 am to 4.30 pm (statutory holidays excepted) Any extension of such hours or period directly or indirectly caused by the Customer shall entitle the Installer to charge any reasonable extra costs resulting.
- i) Variations or additional work ordered by the Customer shall be charged on the basis of reasonable time and materials at rates and costs current at the time of such work (unless separately agreed in writing prior to the variations/additional work starting).
- ii) Unless otherwise specifically agreed, the Quotation Price does not include any extraneous work, making good, redecoration, carpet laying, building or carpentry work etc. and is contingent on engineers having unhindered access to doors, windows, cable runs and all other areas where work has to be carried out.

### 4. Terms of payment

- 1 Unless otherwise agreed, the specified deposit shall be due and payable by the Customer on acceptance of the Quotation.
- 2 The outstanding balance of the Quotation Price shall be due on completion of the Installation ("the final date for payment") and prior to handover of the keys or keypad combination code to the Customer.
- 3 The Installation shall remain the property of the Installer until all sums due and payable by virtue of this paragraph have been received by the Installer, but the Customer shall nevertheless at all times be responsible for loss of and damage to the installation.

*This paragraph only applies to contracts which are subject to the Housing Grants, Construction and Regeneration Act 1996.*

Payment as required above may not be withheld by the Customer after the final date for payment unless effective notice to withhold payment has been given specifying

- (i) The amount of the payment made or proposed to be made and the basis upon which that amount was calculated and
- (ii) The ground or grounds for withholding payment and if more than one, the amount attributable to each ground.

### 5. Completion

The Installer will use its best endeavours to effect completion of the Installation by the agreed completion date but it cannot be held liable for any loss or damage resulting from delay or non-delivery due to causes beyond its control

### 6. Liability for Loss or Damage

- ) The Installer does not know, and shall not be deemed to know, the true value of the Customer's property or premises, and is not the insurer thereof.
- i) Apart from death or personal injury, the aggregate liability of the Installer and its staff for any breach of contract, breach of statutory duty or negligence arising out of this contract, or presence at the Customers premises shall be limited to £1000 for any kind of loss or damage whatsoever. The Customer shall notify the Installer of any claims within 30 days of the occurrence giving grounds for such claims.
- ii) Although the Installation is designed to the best of the Installer's skill and knowledge to reduce the risks of loss or damage or to deter intruders (as the case may be) the Installer does not represent or warrant that the installation may not be neutralised, circumvented or otherwise rendered ineffective by the Customer, intruders or other unauthorised persons, and in such event it shall not be liable for direct or indirect loss or damage suffered by the Customer, intruders or other unauthorised persons.
- ) Because of the previous sub-paragraphs (i) to (iii) (inclusive), the Customer acknowledges that he, she or it should effect separate insurance cover.

### 7. Guarantees

For one year from the date of handover the Installer shall carry out replacement or repair of parts and rectification of faults free of charge (including call out) and to the Applicable Standards except for any such things made necessary by willful or negligent act of any person (other than the Installer and its employees), or by some other cause or peril beyond the Installer's control.

### 8. Ownership

Until full payment is received as referred to in Section 4 above, every part of the Installation and associated equipment shall remain the property of the Installer and the Customer irrevocably grants licence in the event of his, her or its default, to enter upon his, her or its premises to recover the same whether fixed or unfixed. Nevertheless, until such recovery, the Customer remains liable to insure against loss and damage and take reasonable care of such items, and to pay the Installer's reasonable costs of replacing or repairing the same.



## 9. Installer's Obligations

- ) In consideration of the Quotation Price, specified and paid or to be paid by the Customer, the Installer undertakes to install the Installation in accordance with the Applicable Standards adopted by the approvals or regulatory organisation by which the Installer is for the time being Recognised, to the best of its ability and that such equipment used in the Installation shall be fit for the purpose intended.
- i) In consideration of the Maintenance Contract Price specified and paid or to be paid by the Customer within 21 days of the date due and annually thereafter in advance on the anniversary of that date to the Installer, the Installer will, for the duration of the Maintenance Contract Period specified, carry out maintenance inspections of the Customer's installation together with other services where applicable as specified in para. 9(iv) below.
- ii) This Combined Quotation/Sale and Maintenance Contract document relates only to the Installation described in the system design specification which is the subject of that document, and the maintenance provisions shall only apply if agreed between Customer and Installer.
- v) When the Contract document provides for maintenance service, the Installer agrees, subject to reasonable access to the site and installation being available, periodically to inspect, test and adjust the Installation and to carry out all necessary maintenance thereto on the number of visits set out in the Maintenance Contract document in accordance with the Applicable Standards during normal weekday working hours (except where otherwise stated), viz Monday to Friday 8.00 am to 4.30 pm, upon giving reasonable notice to the Customer of any visit for this purpose. Additional services such as various monitoring services and keyholding shall also be supplied on a 24 hour basis if included within the Maintenance Contract Price and accepted by the Customer.

## 10. Customer Obligations

- ) The Customer agrees to pay in addition to the Quotation Price and the Maintenance Contract Price (if any) for the cost of any works from time to time required to upgrade the Installation to a state which complies with the relevant Applicable Standards.
- i) To pay for all necessary repairs and replacements to the Installation unless these are covered by guarantees or extended guarantees of the Maintenance Contract.
- ii) Where the Installation has been installed so as to be linked with any Authority or monitoring service and where it has operated so as to register with such Authority or monitoring service then the Customer or his agent shall immediately after being aware of the event notify the Installer so that the Installer may reset the Installation.
- v) Not to permit anyone (including the Customer himself) other than the Installer to test, adjust or reset or interfere with the Installation or any part thereof. In the event of a breach of this provision the Installer shall be entitled to terminate the Maintenance Contract forthwith upon its discovery.
- ) To permit the Installer's staff and agents (and inspectors representing any approvals or regulatory organisation by which the Installer is for the time being Recognised) from time to time to have access to the Customer's premises at all reasonable times.
- i) Not to charge, pledge or otherwise deal with any of the Installer's equipment or installation which has not already been sold to the Customer nor part with possession of the same or remove or permit it to be removed from the Customer's premises.
- ii) To notify the Installer of any proposed structural alteration to the premises or any other modification which may affect the existing Installation or system to which it may be linked. Any extension to or alteration of the Installation which may thereby become necessary shall be carried out by the Installer at the additional expense of the Customer.
- iii) To notify the Installer immediately following the appearance of any defect in the Installation and permit the Installer to take such steps as it thinks fit to remedy such defect.
- x) To ensure that the external alarm bell does not cause a nuisance as defined by current Noise Pollution legislation from time to time. Arrangements must include an automatic device, limiting bell noise to 20 minutes and for two keyholders to be available within this time [current legislation includes London Local Authorities Act 1991, Environmental Protection Act 1990, Control of Pollution Act 1974 Scotland, Noise and Statutory Nuisance Act 1993].
- ) The Customer is to obtain and pay for the telephone line or other telephone company apparatus required for monitoring or remote signalling (if any) as well as other necessary facilities, consents, permits, licenses, wayleaves or approvals required for installing the system. However the Installer will assist by putting the telephone company in touch with the Customer for provision of the requisite type of service.

## 11. Termination of Maintenance Contract

Either party may terminate the Maintenance Contract (if applicable) by not less than one months notice in writing to that effect to expire upon the day before any anniversary of such Maintenance Contract. In the event of such termination the Customer shall forthwith return to the Installer any part of the Installation and any other equipment which is rented by the Customer from the Installer. The Customer shall thereafter be responsible for making his, her or its own arrangements in regard to any monitoring or other continuing services which may be required, it being a condition that monitoring services will only be provided by the Installer or his agent when a current Maintenance Contract exists between the Installer and the Customer.

Even though the Contract may be terminated the Installer and his, her or its agents shall have the right upon reasonable notice to enter the Customer's premises to remove any equipment belonging to the Installer and subject to reasonable disturbance only shall not be liable for any loss or damage occasioned thereby.

## 12. Force Majeure

Any failure by the Installer to perform any of its obligations by reason of any cause beyond the control of the Installer shall be deemed not to be a breach of this Contract

## 13. Right to Refer Disputes to Adjudication in Contracts which are subject to the Housing Grants, Construction and Regeneration Act 1996

If this contract is a contract to which the Housing Grants, Construction and Regeneration Act 1996 applies then: -

- 3.1 If any dispute or difference arises out of or in connection with this contract, any party ("the referring party") may by notice given to every other party to the agreement at any time refer the said dispute or difference to adjudication to be conducted in accordance with the Adjudication Provisions of the Scheme for Construction Contracts prescribed under the Housing Grants, Construction and Regeneration Act 1996.
- 3.2 The said adjudication shall be conducted by an adjudicator appointed by agreement between the parties or in default of agreement, the referring party shall request the Centre for Dispute Resolution being a nominating body under Clause 2.1 (b) of the said Scheme for these purposes to select a person to act as adjudicator.

## 14. Mediation

Subject always to the right of any party at any time in a contract to which the Housing Grants, Construction and Regeneration Act 1996 applies, to refer a dispute or difference arising out of or in connection with this agreement to adjudication as above, either party may request by notice in writing, with record of posting, that the dispute be referred to mediation by a person agreed between the parties. Should the parties agree to mediation but fail to agree upon the person to mediate within seven days of such a request being made, then either party may apply to NACOSS for the appointment of a Mediator and such mediation will be conducted in accordance with guidelines for mediation published by the Academy of Experts.

(Note: Mediation does not result in a resolution being imposed or enforceable upon any party. It aims to assist the parties in reaching a mutually agreed resolution of their dispute or differences)

## 15. Applicable Law and Category of Jurisdiction

This contract is subject to the Laws of England and Wales and the parties shall submit to the jurisdiction of the courts thereof.