

## TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

These Terms and Conditions are the standard terms of engagement for the supply of goods and services undertaken by FSR Security Ltd, a company registered in England and Wales under company number 13526177, whose registered office is 70 White Eagle Road, Swindon, England, SN25 1PS.

### 1. DEFINITIONS AND INTERPRETATIONS

1.1. In these Terms & Conditions, the following definitions apply:

**"THE COMPANY"** is FSR Security Ltd, the organisation responsible for the design, installation, maintenance and monitoring of the installation, which is the subject of this Contract, sometimes referred to as "our" or "we" in these Terms and Conditions.

**"THE CUSTOMER"** is the person or organisation being a signatory to this Contract, sometimes referred to as "you" or "your" in these Terms and Conditions.

**"THE EQUIPMENT"** is the Equipment to be installed at the Premises as set out in the System Design Proposal.

**"THE PREMISES"** are the premises set out in the System Design Proposal at which the installation will occur.

**"THE INSTALLATION"** is the installed system defined in the System Design Proposal.

**"INSTALLATION STANDARD"** is the standard to which the Equipment is to be installed and/or maintained, together with any other formal requirements stipulated as a condition of the regulatory body by which the Company is approved.

**"CONTRACT"** means the Quotation, System Design Proposal, Maintenance and Acceptance, and these Terms and Conditions.

**"SYSTEM DESIGN PROPOSAL"** means the System Design Proposal, which defines the level of protection, surveillance or access afforded by the security Installation. It is an integral part of this Contract.

**"QUOTATION"** means the proposed price for the Equipment, its installation and/or maintenance and monitoring as itemised in this Contract.

**"ALARM RECEIVING CENTRE"** means a continuously manned remote centre to which alarm activations and/or video data are signalled and passed to the relevant response authority (e.g., police, fire brigade, keyholder).

**"HANDOVER DATE"** means the date the installation is completed (notwithstanding that connection of any remote signalling is outstanding) and the Handover Acceptance Certificate has been signed.

**"HANDOVER ACCEPTANCE CERTIFICATE"** is the certificate handed to the Customer on completion of the installation per clause 6.1.

**"PREVENTATIVE MAINTENANCE"** means the routine inspection of the installation to verify that it continues to function per its System Design Proposal and to identify and rectify any items found faulty, worn or in need of scheduled replacement.

**"CORRECTIVE MAINTENANCE"** means investigating and repairing faults reported by the Customer, including false alarms from intruder alarm systems.

1.2. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

1.3. Words imparting the singular number shall include the plural and vice-versa.

## **2. THE CONTRACT**

2.1. Any Quotation the Company gives shall not constitute an offer and is only valid for 30 days from its issue date.

2.2. These Terms & Conditions, any Quotation and System Design Proposal provided by the Company constitute the entire Contract between the Customer and the Company. For the purposes of interpretation, where the requirements of the System Design Proposal conflict with any clauses of these Terms and Conditions, the System Design Proposal requirements shall take precedence.

2.3. Acceptance of this Contract, signified by the signature of each Party, includes acceptance of the Quotation and these Terms and Conditions along with any other requirements defined in the System Design Proposal.

2.4. The Contract is considered to start when the Customer has confirmed, in writing, their acceptance of the Company's Quotation and the Company has confirmed with the Customer a date for the work to begin.

2.5. Any illustrations, descriptions, and imagery displayed on the Company's website, in marketing materials (both offline and online), catalogues, price lists, or others are intended merely to present a general idea of works and services provided by the Company. No part of these shall form part of any contract.

2.6. These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose, incorporate, or implied by trade, custom, practice, or course of dealing.

2.7. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by the Company or a person authorised to sign on the Company's behalf.

## **3. QUOTATIONS**

3.1. Any Quotation supplied by the Company can be withdrawn at any time before receiving an unqualified acceptance from the Customer and shall be deemed withdrawn if it has not been accepted within 30 days from its date.

3.2. The Quotation is based on the visual inspection and assumed condition of the Premises unless stated otherwise. Any change to those conditions found to exist as work proceeds may result in additional charges to those initially indicated, and the Company will not be held liable.

3.3. The Quotation is based on the installation being carried out during the usual working hours of 8.30am to 5.00pm, Monday to Friday, except statutory holidays. Requests made by the Customer to install outside these hours may incur additional charges.

3.4. Unless otherwise agreed in writing, the Quotation does not include additional work such as redecoration, carpet laying or building work. Additional charges may be made if the Company's engineers are not provided access to doors, shutters, windows or any other areas where cables and Equipment need to be installed.

3.5. Any Quotation provided by the Company may be revised after its submission in the following circumstances:

3.5.1. The Customer instructs the Company (whether in writing or orally) to change the System Design Proposal or requests the work to be carried out more urgently than agreed.

- 3.5.2. It is discovered that the Customer's Premises are in some way unsuitable for the Equipment, and this was not apparent from the Company's original survey, or there are circumstances about which the Company should have been made aware by the Customer.
- 3.5.3. It is discovered that there was a manifest error when the Quotation was prepared.
- 3.5.4. Any other reason beyond the Company's reasonable control, including any increase in costs or fees payable to any third party in respect of the Equipment.
- 3.6. The Company will not be obligated to provide a Quotation to the Customer. The Company will only be bound to Quotations supplied in writing to the Customer, which the Company's authorised representative has also signed. The Company will not be bound by any Quotations provided orally.
- 3.7. The Customer will reimburse the Company for all expenses incurred (including labour, materials and equipment hire) upon acceptance of a Quotation that the Customer subsequently cancels, except where clause 11 applies.

#### **4. SUPPLY OF MATERIALS OR GOODS**

- 4.1. The Company is responsible for supplying customers with goods that meet their consumer rights.
- 4.2. The Company warrants it will use materials of satisfactory quality, suitable for their intended purpose. All materials will be new.
- 4.3. These Conditions shall apply to any repaired or replacement Goods supplied by the Company under clause 4.1 and section 9 below.

#### **5. SUPPLY OF SERVICES**

- 5.1. We agree to complete the installation and hand it over in good working order conforming to the Installation Standard declared in the System Design Proposal. We will always seek your agreement should changes to the System Design Proposal be required during the installation.
- 5.2. The Company shall undertake the work carefully and competently, per the manufacturer's instructions and recommendations, and warranty conditions as appropriate.
- 5.3. The Company will leave the working area clean and tidy after finishing the work.
- 5.4. The Company will prevent or minimise health and safety risks to the Customer and other people visiting the premises.
- 5.5. The Company will endeavour to minimise environmental disturbance, nuisance, or pollution from work.
- 5.6. When we commission the installation, we will train you in its operation. When you are satisfied with the installation, we will give you a Handover Acceptance Certificate to sign. We will provide you with a certificate of conformity when the Equipment has been paid for in full.
- 5.7. Time shall not be of the essence for any times for when the installation is to be performed, whether given or agreed to by the Company or for the length of time that the installation takes, whether specified in the Quotation or otherwise. The Company shall not be liable for any loss or damage suffered by the Customer because of the delivery of services being delayed or postponed for any reason, including being held up by other Contractors.
- 5.8. In the unlikely event of any Asbestos type materials being found during the installation, the Customer must take responsibility for employing a specialist company under a separate contract to remove and dispose of it at the Customer's own cost.

5.9. The Company will perform the Services using the Company's staff and sub-contractors.

## **6. COSTS AND PAYMENT**

6.1. All telephone line installation, rental and call charges, and WI-FI signalling & stability should we use App enablement devices are the Customer's responsibility.

6.2. The price, as stated in the Contract, does not include Value Added Tax ("VAT") and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date. The Company's VAT registration number is GB 408 1687 04. All payments are due in Pounds Sterling.

6.3. If our labour or material costs increase after twelve months from the Handover Date, we may give you two months' notice of any increase in our annual maintenance charges.

6.4. Unless otherwise agreed in writing, all invoices are payable within seven (7) days from the invoice date.

6.5. The Company accepts payment by Bank transfer, credit or debit card and PayPal. The Company's bank details are on the Invoice.

6.6. All sums payable by the Customer under this Contract will be paid in full without any set-off, deduction, counterclaim or withholding of whatever nature.

6.7. Any queries relating to an invoice must be received within seven (7) days from the invoice date. Until a query is resolved, the Customer remains liable to pay the undisputed part of an invoice within its original timescale.

6.8. If payment of the charges or any part thereof is not made by the due date, the Company may:

6.8.1. Cancel the Contract or suspend any further provision of the Services to the Customer immediately. Any such period of suspension shall be disregarded for contractual time limits previously agreed for the completion of the Services,

6.8.2. Charge interest at 10% per annum on the unpaid amount starting from the day the Invoice becomes overdue until paid, whether before or after any court judgement. Such interest shall accrue daily and be compounded quarterly.

6.8.3. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to the Customer. The Company shall be entitled to submit such reminders weekly once the charges have become overdue.

6.8.4. Seek to recover all costs reasonably incurred by the Company in collecting payment of any overdue invoices from the Customer.

## **7. TITLE AND RISK**

7.1. Any Equipment that remains the Company's property shall be defined in the System Design Proposal. We reserve the right to recover such Equipment upon the termination of the maintenance contract.

7.2. Any Equipment forming part of the installation which is not sold to the Customer (and which is identified as such in the System Design Proposal), such as signalling equipment or firmware, shall remain the property of the Company and will be maintained and/or replaced at the Company's expense unless such failure was attributed to any of the causes given in clause 9.8.

7.3. Equipment ownership (as identified in the System Design Proposal) shall not pass to the Customer until the Company has received the payment of the sums due under the Contract.

7.4. Until ownership of the Equipment has passed to the Customer, the Customer must:

- 7.4.1. Hold the Equipment on a fiduciary basis as the Company's bailee;
- 7.4.2. Not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and
- 7.4.3. Maintain the Equipment in a satisfactory condition and keep them insured on the Company's behalf for their total price against all risks to the reasonable satisfaction of the Company.

## **8. CUSTOMER'S OBLIGATIONS**

- 8.1. You agree to give our workers and us full access to your Premises to survey, measure, install, test and service the Equipment.
  - 8.2. You also agree to provide an adequate electricity supply for the Equipment to operate correctly. If our work is interrupted or delayed because of a problem with access or the electricity supply is inadequate, we may charge extra. We are not liable if completion is delayed due to the unavailability of signalling transmission facilities or other circumstances beyond our control.
  - 8.3. By signing the Contract with us, you guarantee that you have full authority to allow the installation and no further consent is needed.
  - 8.4. You must not interfere with or allow anyone else to interfere with, adjust, service or attempt to repair or reset the Equipment at any time.
  - 8.5. If the Equipment activates to the Alarm Receiving Centre, you must inform us as soon as possible. If the Equipment needs to be reset, we may charge you at our usual rates then in force.
  - 8.6. You will need to let us know in advance if any third party intends to carry out work on the telephone lines within your Premises, as this may affect the Equipment's effectiveness.
  - 8.7. The Equipment does not belong to you until paid for in full. If you do not pay the balance of the charges when they are due, we have the right to remove the Equipment from your Premises without notice. By signing the Contract with us, you irrevocably authorise us to enter your Premises to remove the Equipment if the payment remains outstanding.
  - 8.8. If you cancel the Contract less than four days before installation, we may charge you for any Equipment we have bought for your Premises without prejudice to the rights we have to recover damages for breach of Contract.
  - 8.9. If the Equipment is connected to an Alarm Receiving Centre, you must ensure that the telephone line works properly and the account is maintained correctly.
  - 8.10. You need to notify us of any change in the layout of your Premises, as this may affect the effectiveness of the Equipment in detecting movement or intrusion.
  - 8.11. You agree to permit the Company's staff and representatives of its regulatory body (only whilst accompanied by the Company's staff) access to the installation for maintenance or inspection.
  - 8.12. You shall use your best endeavours to ensure that the premises our employees or agents may have to enter are safe and without risk to them. All known risks must be clearly identified and marked by you and made known to us in advance.
- 8.13. MAINTENANCE, SERVICE AND MONITORING**
- 8.14. The annual maintenance and remote monitoring facilities commence upon the Handover Date and continue from year to year upon payment of charges set out in the Quotation until cancelled by either Party in writing, giving not less than two months' notice.

- 8.15. In return for payment of the maintenance charge, as set out in the Quotation, the Company will maintain the installation per the installation standard and respond to your emergency calls for assistance. If your Equipment is installed to PD6662 (or its successor), our response to emergency calls will be within four hours of your request or before the Equipment needs to be set unless mutually agreed otherwise.
- 8.16. If we have to attend to the Premises or repair the Equipment between routine maintenance visits, we will charge at our usual rates unless the work is covered by Clause 9.
- 8.17. The annual maintenance charge does not include charges for replacement parts or batteries, which will be charged in addition to the annual charge.
- 8.18. Where the installation is monitored by an Alarm Receiving Centre for direct response by emergency services (e.g., police or fire brigade), it shall be a condition of such monitoring that an annual contract for Routine Maintenance exists between the Customer and the Company. Routine maintenance visits shall be undertaken by the Company as defined in the Installation Standard or this Contract.

## **9. WARRANTY AND DEFECTS**

- 9.1. The Company undertakes to make good and repair or replace any defect in completed installation within twelve months of the Handover Date ("Warranty Period"), to the extent that such defect arises from the breach of the Company obligations under this Contract.
- 9.2. The Customer must notify the Company in writing of any defects within this period. The Company and the Company's insurers must be provided with the opportunity to inspect the work and any alleged defect.
- 9.3. This inspection shall only apply to work carried out and completed by the Company that the Customer has paid for.
- 9.4. Following the inspection, should the alleged defect be found not to result from any work or service carried out or provided by the Company, the Company reserves the right to charge the Customer for the inspection visit at the Company standard rate.
- 9.5. The Warranty will become null and void if the installation or Equipment supplied by the Company has been:
  - 9.5.1. Subject to misuse or negligence.
  - 9.5.2. Repaired, tampered with, or modified by anyone other than the Company.
- 9.6. The Company will not guarantee installations where the Customer has been notified either verbally or in writing by the Company of any related work which requires attention.
- 9.7. Any repairs undertaken by us outside the Warranty Period will be carried out at our discretion on a time and materials basis.
- 9.8. The Company shall not be liable for the costs of any work, repairs or replacement of Equipment which results from fire, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.

## **10. LIABILITY**

- 10.1. Nothing in this Contract will exclude or limit the liability of either Party for death or personal injury resulting from the negligence of that Party or any of its officers, employees, or agents.
- 10.2. The Company will not be liable for any loss of profits, business opportunity, goodwill and any other indirect or consequential loss, howsoever arising and whether arising out of the installation or any of the provisions of this Contract or otherwise, suffered by the Customer or any third party and the

Customer will indemnify the Company in respect of any claim by any person in respect of such loss.

- 10.3. Subject to clause 10.1, the Company's total liability arising in connection with the performance or contemplated performance of the installation will not exceed the aggregate of the charges paid by the Customer to the Company under this Contract.
- 10.4. This clause 10 sets out the full extent of the Company's liability in respect of the performance of the Company under the Contract and any condition, Warranty, representation, or term which might otherwise be implied into or incorporated into this Contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.
- 10.5. Although the installation is designed to detect or deter intrusion and reduce the risk of loss or damage, the Company does not represent or warrant that the installation may not be neutralised, circumvented or
- 10.6. otherwise rendered ineffective by unauthorised persons, and in such event, the Company shall not be liable for any loss or damage suffered by the Customer or other unauthorised persons.
- 10.7. Like all electronic Equipment, the system could fail in rare and exceptional circumstances, and the Company cannot guarantee that it will be operational at any specific time or for any specific period. The Company will explain what regular tests can be performed to verify that detection equipment is operational between routine maintenance visits carried out by the Company.
- 10.8. The terms and conditions given in this Contract do not affect your statutory rights.

## **11. NOTICE OF CONSUMERS' STATUTORY RIGHT TO CANCEL (INDIVIDUALS ONLY)**

- 11.1. The Customer (being an individual) will have the statutory right to cancel the Contract within 14 days, starting the day after the Commencement Date (the Cancellation Period).
- 11.2. The Customer must notify the Company that they wish to cancel the Contract. The Customer must cancel the Contract in writing, clearly stating their intention to cancel. The cancellation request should include the date the Services were ordered, the Customer's name, address, and the date they requested the cancellation.
- 11.3. If the Customer requires the Company to begin the installation within the Cancellation Period, the Company needs the Customer to make an express request. In such cases, the Customer's right to cancel continues until either the end of the Cancellation Period or the completion of the installation, whichever is earlier.
- 11.4. If the Customer cancels during the Cancellation Period, the Company will be entitled to payment by the Customer of a sum in proportion to the Services supplied until receiving notice of the decision to cancel, compared with the full coverage of the Contract.
- 11.5. The Customer's right to cancel the services will no longer apply once the Services have been entirely performed.
- 11.6. After the Company receives the cancellation notice, it will refund any money the Customer has already paid for the Services within fourteen (14) days.

## **12. CANCELLATION**

- 12.1. Except where clause 11 applies, the Customer or the Company can terminate a maintenance Contract by giving no less than two months' written notice.
- 12.2. If the Customer postpones the installation start date by more than 14 days, the Company will have the right to issue an updated quote, and any rescheduling will be subject to fitting in around the



Company's other commitments.

### **13. TERMINATION**

- 13.1. The Company reserve the right to terminate the Contract with immediate effect in the event of any of the following:
  - 13.1.1. The Customer becomes insolvent or enters some form of insolvency arrangement.
  - 13.1.2. The Customer suspends, threatens to suspend, ceases, or threatens to cease to carry on all or substantially the whole of the Customer's business.
  - 13.1.3. The Customer (being an individual) dies or, because of illness or incapacity (whether mental or physical), is incapable of managing their affairs or becomes a patient under any mental health legislation.
  - 13.1.4. In the Company's opinion, the Customer's financial position deteriorates to such an extent that their capability to adequately fulfil their obligations under these Terms has been jeopardised.
- 13.2. If either Party breaches a material provision under this Contract, which is incapable of remedy or, if capable of remedy, has not been remedied within 28 days from the date of receipt of notice of the breach, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- 13.3. Without limiting the Company's other rights or remedies, the Company may immediately terminate this Contract by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 13.4. All contract termination notices should be submitted to the other Party in Writing.

### **14. CONSEQUENCES OF CANCELLATION AND TERMINATION**

- 14.1. On termination of the Contract for any reason:
  - 14.1.1. The Customer will make full payment to the Company of all amounts owing on termination within 30 days of termination. Regarding Services supplied but for which no invoice has yet been submitted, the Company shall submit an invoice, payable by the Customer by the due date specified.
  - 14.1.2. If the maintenance contract is terminated, the Company shall be provided access to recover any Equipment and/or firmware that did not belong to the Customer but was rented from the Company.
  - 14.1.3. The accrued rights and remedies of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
  - 14.1.4. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

### **15. FORCE MAJEURE**

- 15.1. The Company will not be liable for any delay in performance or failure to perform its obligations in respect of the installation if such delay or failure results from circumstances beyond the Company's reasonable control, and the Company shall, in such cases, be entitled to a reasonable extension of time for the performance of such obligations.

### **16. DATA PROTECTION**



- 16.1. 'Data Protection Legislation' refers to The Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.
- 16.2. All personal information that the Company may collect (including, but not limited to, the Customer name, postal address, email address, and telephone number) will be collected, used, and held according to the provisions of Data Protection Legislation as defined in clause 16.1.
- 16.3. The Company collects, uses, and stores the Customer's personal information as set out in the Company privacy policy.
- 16.4. The Company may pass the Customer's personal information to credit reference agencies in certain circumstances. These agencies are also bound by the Data Protection Legislation defined in clause 16.1 and should use and hold the Customer's personal information accordingly.
- 16.5. The Company will not pass on the Customer's personal information to any other third parties for marketing purposes without the Customer's express consent.
- 16.6. The Company may take photographs for the Company's promotional use. They may appear on the Company's social media sites and website. By agreeing to these conditions, the Customer has given the Company permission. the Company will own and retain the copyright of any image taken but will happily share it with the Customer.

## **17. COMPLAINTS, COMMUNICATION AND CONTACT DETAILS**

- 17.1. The Company strive for excellence in all its work and would appreciate every opportunity to resolve any dispute amicably.
- 17.2. To contact the Company with questions or to make a complaint, please call on 01793 296 889 or email [contactus@fsrsecurity.co.uk](mailto:contactus@fsrsecurity.co.uk)

## **18. RIGHTS OF THIRD PARTIES**

- 18.1. According to section 1(2) of the Contracts (Rights of Third Parties) Act 1999, the parties intend that no term of this Contract may be enforced by any person who is not a party to this Contract under section 1(1)(a) of such Act.

## **19. NOTICES**

- 19.1. All notices required under this Contract will be in writing and sent to the recipient's address as set out in the Quotation or such other address as the recipient may designate by notice given in accordance with the provisions of this clause.
- 19.2. Any such notice may be delivered by hand or first class pre-paid letter or facsimile or electronic transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile or electronic transmission, upon the expiration of 12 hours after despatch.
- 19.3. To prove the giving of a notice or other document, it shall be sufficient to show that it was despatched.

## **20. OTHER IMPORTANT TERMS**

- 20.1. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture between any of the parties, nor constitute any party the agent of another party for any

purpose. No party shall have the authority to act as an agent for, or to bind, the other Party in any way.

20.2. No failure or delay by the Company in exercising any of the Company rights under this Contract means that the Company has waived that right. No waiver by the Company of a breach of any provision of this Contract means that the Company will waive any subsequent breach of the same or any other provision.

20.3. If any of the Contract's provisions are held to be invalid or unenforceable in whole or in part, all other provisions will continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

20.4. The Company may transfer or subcontract our rights and obligations under these terms to another person or organisation, but this will not affect the Customer's rights or the Company's obligations under these terms.

20.5. The Customer may not assign this Contract or any rights or obligations under it without the Company's written consent.

20.6. Nothing in this Contract shall be construed as creating a partnership, joint venture, or agency relationship between the parties. Neither Party shall have the authority or power to bind the other Party or contract in the name of or create a liability against the other Party.

## 21. GOVERNING LAW AND JURISDICTION

21.1. This Contract is governed by and shall be construed under the laws of England and Wales, and each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes, which may arise out of or in connection with this Contract and, for such purposes, irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

**FSR Security Ltd**

**THE CUSTOMER**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*