



Mayfair Fire & Security

Terms and Conditions

Definitions

- **Company** - means Careline Security Limited T/as Mayfair Fire & Security, First County Monitoring, Careline Security, registered in England and Wales No 07443823.
- **Customer** - means the person(s), company or organisation purchasing goods or services from the company.
- **Services** - means the equipment, goods or services provided to the customer.
- **System** - means the type of system or equipment installed on the customer's premises specific for the purposes intended under this agreement.
- **Handover** - means the date of the delivery, Issue of Completion Certificate or handover of the goods or services to the customer.
- **Enabled Date** - means the date when the services of a third party network provider are enabled to the customer
- **Commencement Date** - means the date of the commencement of any services provided to the customer by the company.
- **Maintenance** - means the maintenance service provided to the customer.
- **Normal Working Hours** - means 8:00am to 5:00pm Monday to Friday except for Public and National Holidays.
- **ARC/RVRC** - means the company's Alarm Receiving Centre called First County Monitoring.

1. Working Arrangements

All work will be carried out during normal working hours unless otherwise agreed in writing between parties. The customer may incur an additional charge for work undertaken outside of these normal hours.

2. Company Obligations

- To deliver goods and services in accordance with the agreement to a high standard and within an acceptable timescale from the date of acceptance of the agreement by the customer and to exceed our Customers expectations at all times.
- To comply with the terms of any maintenance agreement, equipment warranty, guarantee or service level agreements (SLA) that may be in force from time to time, subject to the cost of such goods or services being paid in full to the company by the customer.
- To investigate and resolve any customer complaints or dissatisfaction with the goods or services provided by the company in a timely manner.
- To provide a preventative and responsive maintenance service in accordance with the Terms and Conditions of Maintenance and the Service Level Agreement (SLA) specific to the protected premises otherwise response times are 8 hours for fire and 4 hours for security.

3. Customers Obligations

- The customer agrees to pay in full for goods or services and maintenance services at the time of delivery to the customer's premises, completion or handover of the system or on the maintenance renewal date unless otherwise agreed in writing between parties.
- The Customer agrees to indemnify the Company against all costs incurred by any third party resulting from the services provided on the customer's premises by the Company.
- The Customer agrees not to alter or move from its original position any part of the equipment that is physically secured to the premises or any part thereof nor allow the same to be altered or moved. The Customer shall at all times operate the system with proper care and in accordance with approved instructions. Failure to do so will invalidate warranty and the company shall not be liable for any losses to the customer or any third party resulting from the same.
- The customer shall ensure systems are operated in accordance with the manufactures instructions and not permit any unauthorised person to operate the system.
- The Customer agrees to adequately insure, and indemnify the company against, all loss and risks that the customer could reasonably suffer as a result of the failure of the system installed on their premises (see Paragraph 4).
- The Customer has the right to cancel the agreement in writing within 10 working days of signing. Cancellation after this period will incur a 5% charge of the total order value.
- The Customer agrees to enter into a maintenance contract for a minimum period of 12 months commencing from the commencement date or system handover date.

4. Limits of Liability

The following provisions set out the entire liability of the Company, its servants or agents in respect of any breach of its contractual obligations or failure to perform under this agreement and any representation, statement, tortious act or omission including negligence arising from or in connection with this agreement. This would be referred to as a default event.

The system and services provided by the company are designed and intended to minimise the risk to the customer of suffering loss or damage for the purpose which it has been specified but no guarantee can be given that the system will detect, activate, or report correctly at all times, under all conditions.

The company has no detailed knowledge of the nature or value of the contents on the customers protected premises for which the system(s) has been specified and in which the system is to be installed. The customer does (or should) know the nature or extent of the value of the contents and any risk on the premises to be protected and agrees that since the potential loss or damages the customer might suffer is likely to be disproportionate to the sum that can reasonably be charged by the company, and taking into consideration the opportunity afforded to the customer by the company under this agreement to inform the company of such risk and thereby agree in writing an increase in the limits of any liability set out in these terms and conditions, the customer agrees it is reasonable for the company to limit or exclude its liability.

Furthermore the customer agrees to;

- Adequately insure against all loss and risks that the customer could reasonably suffer as a result of the failure of the system and;
- The customer agrees to negotiate and agree with the company in writing any changes to the level of liability set by the company, in these terms and conditions, where it is identified by the customer or their insurers the limits of liability set by the company does not meet the requirements of the customer or their insurers.
- The customer therefore agrees to the company's limits of liability being limited or excluded as set out herein.
- The company accepts liability:
 - i. For death or personal injury resulting directly from a breach of its statutory obligations (providing the company is liable for such breach) or for any negligent act or omission of the company;
 - ii. Arising out of any obligations as to title implied by statute;
 - iii. Up to the sum of £250,000 where the company's negligence or its failure to use reasonable care in the provision of any service under this agreement resulting in loss, damage or destruction of the customers goods or property or other goods or property not belonging to the customer.
 - iv. Up to the sum of £100,000 for any one event or claim or series of claims arising from the company's negligence or breach of contract resulting in loss or damage to the customer's property on the customer's premises.
 - v. Up to the sum of £50,000 for any one claim or series of claims arising from the company's negligence or breach of contract resulting in a loss of earning or income to the customer.
- The company shall not be liable in respect of any event of default for loss of profits, goodwill or any type of special indirect or consequential loss even if such loss was foreseeable by the company and/or the company had been advised of the possibility of the customer incurring the same.
- The company shall not be liable for any losses incurred by the customer resulting from the failure of any third party transmission methods or systems preventing or delaying generated alarm signal transmission to the ARC.
- The company shall maintain Fire systems in compliance with FIA/BAFE requirements installed on customer's premises by a third party company but shall not be liable for any losses suffered by the customer or any other party howsoever caused resulting from the failure of a Fire system to perform correctly where the reason for such failure resulted from a failure by a third party person or third party company to correctly specify, design, install or maintain the fire system installed on the customer's premises to an approved FIA/BAFE design or compliant standard, even if the Company could have reasonably foreseen such a failure at the time of the system takeover or maintenance. The customer agrees to indemnify the company against any such losses.

5. Payment Terms

Payment for goods and services are due immediately on the delivery of goods and services, and prior to handover of the system to the customer. Premiums for maintenance services are due payable in advance on the date of the renewal. (Refer Para 13).

The customer is not entitled to credit terms on any goods or services provided by the Company unless agreed in writing between the parties.

Where the company provides BT RedCare, CSL DualCom, Emizon 21, Webway, CCTV remote monitored system or any services supported by a third party network provider the customer shall pay to the company the initial 12 months service charge in full at the time the service is enabled and shall continue to pay the company for such service in advance on each anniversary following the enabled date.

If payment is not received within 21 days of the delivery, completion or handover of goods or services or in accordance with agreed terms of payment, the company shall be entitled to charge interest on any outstanding amount at the rate of 2% each week above the HSBC base rate.

The customer agrees to pay the monitoring charges for 12 months from the date the service is enabled to the customer. No refunds will be payable on cancellation of the service(s) within the initial 12 month period.

The customer agrees to pay the maintenance charges for 12 months from the Commencement Date of the service. No refunds will be payable on cancellation of the service(s) within the initial 12 month period.

The customer agrees to provide the company a minimum of 3 months notice in writing, after the initial 12 months period, to notify of cancellation of any service(s). The company will at its absolute discretion refund any unused periods of maintenance or monitoring following the cancellation notice period provided all outstanding sums have been paid to the company and network provider.

The company reserves the right to increase the cost of maintenance or monitoring charges from time to time in an amount equal to the Retail Price Index (RPI) by giving the customer 1 month written notice setting out the proposed increase and the effective date from which such increase will be applied.

Careline Security Ltd
Company Reg No: 07443823
Adelaide House, Vivars Way, Selby, North Yorkshire YO8 8BE



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6. Force Majeure

Where the company is hindered or prevented from carrying out the terms of this agreement by reason proved to be beyond its control, and in particular by industrial action, excluding lockout, war, insurrection, riot, government action, natural disaster, fire, flood, explosion or Act of God, then the company's obligations under this agreement will be suspended until such cause has ceased to exist.

7. Termination for Breach of Agreement

If the customer shall commit any breach of this agreement or any payment shall be in arrears more than 30 days the company may forthwith by notice in writing to the customer determine this agreement without prejudice to its right to recover any sum of money due to the company here under through legal action and the company thereupon at its discretion be entitled to terminate any other agreement that may exist with the customer.

8. Termination Notice

The Company may terminate this agreement forthwith without notice if:-

- The customer commits a breach of his obligations under this agreement.
- The customer enters into liquidation, receivership or if the customer is an individual in the case of permanent incapacity or bankruptcy.
- Any payments due to the Company from the customer shall be overdue by more than 1 month.
- In exceptional circumstance.
- The Company is unable to retain the rights, consents or permits for the transmission of signals between any of the premises being monitored and the Company's ARC.

The company may at its discretion terminate this agreement 12 months from the date of commencement by giving 3 months prior written notice of termination to the customer.

The customer will be entitled to terminate this agreement after 12 months from the date of commencement of this agreement by giving 3 months prior written notice of termination, subject to the all outstanding charges for payment of goods or services having been paid in full.

The company may at its absolute discretion, and without prejudiced to any rights the company is entitled to, make a pro-rata refund to the customer for services where the required period of notice has been received.

9. Duration of Agreement

This agreement shall, unless agreed in writing between the company and the customer, be for a minimum period of 12 months and thereafter continue from year to year until determined by either party in accordance with the provisions of this agreement. In the absence of a signed agreement between the company and the customer it is agreed between parties that where services have been provided by the company to the customer in accordance with the terms of this agreement for a consecutive period of 21 days from the commencement date this will constitute an implied and binding agreement between the parties and the terms of this agreement shall apply.

10. Title of Goods

Until such time as the customer has paid all sums due to the company under this agreement, title to all equipment shall remain in the company, and such equipment shall be at the customers own risk once delivered to the customer's premises. Without prejudice to any other rights which the company may have, the company may repossess, re-sell or trace any equipment or the proceeds of sale in the customers hands or in the hands of any Trustee in bankruptcy, Liquidator or Receiver at any time after any payment has become due or immediately upon or after the commencement of any proceedings involving the customer; for such purpose the company's servants or agents may enter the premises of the customer where the company has reason to believe any such goods are.

11. Remote Monitoring

Remote monitoring services will be carried out by First County Monitoring ARC/RVRC, Selby, unless otherwise stated.

The customer shall not be entitled to Police Response unless a valid URN has been issued in accordance with the police policy on the issue of Unique Reference Numbers.

Customers shall give authority to the company and the Alarm Receiving Centre (ARC) to operate a policy of alarm signal filtering in accordance with NSI, Police NPCC and fire brigade requirements currently in force for the filtering of false alarms and shall indemnify the company and the ARC against any loss whether direct or consequential that may occur to the customer or any third party as a result of the intentional filtering of alarm signals.

Alarm Receiving Centre terms and conditions are available at www.firstcountymonitoring.co.uk or copies available on request.

12. Warranty

Warranty covers any hardware defects in materials or workmanship, with the exceptions stated below.

Warranty will last for twelve months from the date the equipment was purchased by the original customer or the date the system was handed over, subject to the cost of such goods being paid in full to the company.

Warranty does not cover cosmetic damage or any other damage or defect caused by misuse, neglect, use in violation of instructions, interference or repair by a third party or an act of God, consumable items, batteries and computer hard drives. Further consequential and incidental damages are not recoverable under the warranty. The Company will, at its discretion, repair or replace any product that proves to be defective in material or workmanship. Any repaired or replacement part of the product will receive an additional 3 month warranty extension.

13. Maintenance

The Company will provide a responsive and preventative maintenance service to systems and equipment installed in accordance with the terms set out herein and to include the terms of any maintenance service level agreement in force from time to time between the company and the customer.

The Company service call out response times will be in accordance with the regulatory requirements of the British Standards for the specific systems installed on the customer's premises.

Maintenance shall commence on the Commencement Date and continue for not less than a period of 12 months and shall automatically renew each 12 month period until determined by either party in writing; Cancellation of this agreement will be in accordance with the provisions of (Paragraph 8).

In the absence of a signed agreement both parties agree that where services have been provided by the company to the customer in accordance with the terms of this agreement for a consecutive period of 21 days from the commencement date this will constitute an implied and binding agreement between the parties and the terms of this agreement shall apply.

The company will contact the customer in writing, by telephone or email, 8 weeks either side of the scheduled maintenance renewal date, to arrange an appointment to carry out the inspection of the system. Where the company is unable to contact the customer or obtain access to the customer's premises on prescribed dates to carry out the inspection it shall be the responsibility of the customers to contact the company to make an alternative appointment for the inspection. In the event no date is arranged for the inspection during the period of cover the customer shall be entitled to receive the continuous benefits of cover contained herein, provided the annual maintenance premium has been paid in full. The customer shall not be entitled to any refund or credit on the cost of maintenance resulting from the failure to arrange an inspection visit provided the company has fulfilled its obligations to contact the customer.

14. Exclusions

The services provided under this agreement do not cover:

- Costs to replace or repair to any item of equipment that is obsolete.
- Costs to replace consumable items, portable devices, batteries, computer hard drive discs, data storage cards or portable data storage devices.
- Cosmetic damage or any other damage or defect caused by misuse, neglect, use in violation of instructions, interference or repair by a third party or an act of God.
- Costs of service visits or repairs relating to damage or faults arising from the mis-operation of the system by the customer or any other person, vandalism, storm, flood, intruder damage, customer error or other circumstances beyond the reasonable control of the company.

15. Variations

No terms, representations, additions or variations other than those embodied in this agreement shall be binding upon the company unless accepted by the company in writing. The agreement shall be constructed in accordance with the Laws of England.

16. General

All prices quoted by the company are valid for 30 days unless stated otherwise and are based on a ground floor survey of the protected premises. The cost of any agreed variations to the specifications will be chargeable to the customer.

The customer shall be responsible for obtaining and paying for all consents and wayleaves necessary to permit installation of the company's equipment on the customer's premises.

SIA/ACS approved manned guarding and key holding services shall be provided by under a separate service agreement and assignment. Terms and Conditions for manned security services shall form an addendum to the terms herein but no other terms and conditions shall be less favorable than those contained herein.

The company shall be entitled to assign all or any of its rights under this agreement and to perform any of its obligations through sub-contractors. The customer shall be entitled to prior notice of this transfer.

The customer's rights under this agreement are not assignable or transferable without the prior written consent of the company.

Nothing in this agreement shall confer any right of remedy upon the customer to which it would not otherwise be legally entitled under Law.

The system installed on the customers premises will be deemed to be completed and 'fit for purpose' only when the company hands over the services to the customer and issues a Completion Certificate and until such time as the system is completed the customer shall not be entitled to assume that the system is fully operative and protective until issue of the completion certificates is made and payment for the system has been made in full to the company.

The provision and rights of third parties given by the Contracts (Rights of Third Parties) Act 1999 do not apply to this Agreement.

Copies of these Terms and Conditions for Mayfair Fire & Security and other terms and conditions relating to other services provided by Carline Security Ltd are available for downloading from www.Mayfairsecurity.co.uk or by request in writing to the company.

These Terms and Conditions of Trading are revised and issued 1st November 2016 and replace any previously issued terms of trading.

Careline Security Ltd

Company Reg No: 07443823

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