



Commercial Sales Agreement

 Number

 Visit Date

CUSTOMER DETAILS

Company Name	<input type="text" value="Kings Hill Parish Council"/>			Trading as	<input type="text"/>
Limited	<input type="checkbox"/>	PLC	<input type="checkbox"/>	Sole Trader	<input type="checkbox"/>
Partnership/Other	<input checked="" type="checkbox"/>	Contact Name	<input type="text" value="Janine Brown"/>		E-mail Address
					<input type="text" value="sportspark@kingshillparish.gov.uk"/>
ADDRESS FOR THE SYSTEM			ADDRESS (IF DIFFERENT) WHERE WE SHOULD SEND THE INVOICE		
Address	<input type="text" value="200 Beacon Avenue"/>		Address	<input type="text"/>	
	<input type="text" value="Kings Hill"/>			<input type="text"/>	
	<input type="text"/>			<input type="text"/>	
City/Town	<input type="text" value="West Malling"/>		City/Town	<input type="text"/>	
County	<input type="text" value="Kent"/>	Postcode	<input type="text" value="ME19 4QP"/>	County	<input type="text"/>
Telephone	<input type="text" value="01732872271"/>	Mobile	<input type="text" value="07402014577"/>		

This is an agreement between ADT Fire and Security plc and the customer whose name appears above. As detailed in the Specification, we will sell to you and install a System and provide our Services under the terms and conditions in this document. Please read all the terms and conditions in this document, in particular conditions 4, 5 and 6.

INITIAL CHARGES

Our charge for selling the System and installing it (or to take over an existing System) will be: <i>You must pay this charge on the start date (see definition section), but see conditions 8.10 to 8.12.</i>	£	<input type="text" value="0"/>	<input type="text" value="00"/>	plus VAT
The charge for connecting the System to our Alarm Receiving Centre (see definition section) will be:	£	<input type="text" value="0"/>	<input type="text" value="00"/>	plus VAT
Charge payable by you to the Police Authority for the issue of their Unique Reference Number will be: <i>Please note that the police will take no steps until you have paid this sum to them; see also condition 1.6</i>	£	<input type="text" value="0"/>	<input type="text" value="00"/>	plus VAT
Deposit	£	<input type="text" value="0"/>	<input type="text" value="00"/>	plus VAT
Balance due	£	<input type="text" value="0"/>	<input type="text" value="00"/>	plus VAT

ANNUAL CHARGES

Our yearly service charge is: This charge: (a) covers the monitoring and inspection of the System; (b) is payable in advance - see condition 9.2 of terms and conditions; and (c) can vary - see condition 8.2 of the terms and conditions. You must continue with this agreement for at least 3 years - see condition 10.2 of the terms and conditions.	£	<input type="text" value="400"/>	<input type="text" value="00"/>	plus VAT
The telecommunication charge will be: This charge: (a) will be payable if the monitoring of the System is by redcare, redcare GSM, Dualcom GPRS 4G router data SIM or other secure signalling providers; (b) covers the Services provided by the third parties; (c) is payable in advance and can vary - see conditions 8.3 and 9.2 of terms and conditions.	£	<input type="text" value="0"/>	<input type="text" value="00"/>	plus VAT
The ADT Smart Business charges will be:	£	<input type="text" value="0"/>	<input type="text" value="00"/>	plus VAT
Sum of ADT Smart Business VIEW service charges:	£	<input type="text" value="0"/>	<input type="text" value="00"/>	plus VAT
Sum of ADT Smart Business AUTOMATE service charges:	£	<input type="text" value="0"/>	<input type="text" value="00"/>	plus VAT
The keyholding response charge will be: This charge: (a) provides you with 3 keyholding response callouts in a 12 month rolling period; (b) covers the Services provided by third parties; (c) is payable in advance and can vary - see conditions 8.2 and 9.2 of the terms and conditions; (d) does not cover Extra Charges that are part of the Service - see condition 8.3.	£	<input type="text"/>	<input type="text"/>	plus VAT
The Software Support or Hosting service charge will be: This charge: (a) includes SSA or SaaS hosting charges as applicable.	£	<input type="text"/>	<input type="text"/>	plus VAT
Total	£	<input type="text" value="400"/>	<input type="text" value="00"/>	plus VAT

PAYMENT SCHEDULE

<input type="text" value="3"/> year fixed period	1st payment £	<input type="text" value="0"/>	<input type="text" value="00"/>	plus VAT	Followed by	<input type="text" value="1"/> payments of £	<input type="text" value="0"/>	<input type="text" value="00"/>	plus VAT	Followed by	<input type="text" value="36"/>	payments of £	<input type="text" value="33"/>	<input type="text" value="33"/>	plus VAT
Credit card payments: https://payment.adt.co.uk or call 0844 800 6439 (Mon - Fri, 08:30 - 17:00) or 0161 923 7180 (outside hours)											ADT Card Transaction Authorisation no. <input type="text"/>				

SYSTEM AND SERVICES

System Type	Work Type	Job Type	Maintenance Level	Monitoring Type
Intruder <input checked="" type="checkbox"/>	Install <input type="checkbox"/>	New System <input type="checkbox"/>	None <input type="checkbox"/>	Digital Communicator <input type="checkbox"/>
Access Control <input type="checkbox"/>	Maintain <input checked="" type="checkbox"/>	Extra Installation Work <input type="checkbox"/>	Call Out only <input type="checkbox"/>	RedCare Secure <input type="checkbox"/>
CCTV <input type="checkbox"/>		Maintenance/Monitoring change <input type="checkbox"/>	Standard <input type="checkbox"/>	Dualcom GPRS <input type="checkbox"/>
Fire <input type="checkbox"/>		Takeover ADT System <input type="checkbox"/>	Standard Plus <input type="checkbox"/>	None <input type="checkbox"/>
Other <input type="checkbox"/>		Takeover 3rd party System <input checked="" type="checkbox"/>	Comprehensive <input checked="" type="checkbox"/>	Current <input checked="" type="checkbox"/>
			Other: <input type="checkbox"/>	Other: Digital Communicator <input type="checkbox"/>

IMPORTANT - YOU SHOULD READ THIS CAREFULLY**General - Once you have signed this agreement the following will apply:**

- You will legally have to keep to its terms. You should read it carefully before signing. If there is anything which you do not understand, please ask before you sign.
- You have confirmed that you have read the terms and conditions in this document which are part of this agreement.
- You have acknowledged that your details (and those of your Keyholders) may be held on police, fire or other authority computer files under the conditions of the Data Protection Act 2018. You must tell us of any changes in such details immediately. We have the right to share your details with credit reference agencies so we can assess our credit risk. See also condition 11.3 of the terms and conditions.
- Please note that if the System is not monitored by us, as referred to on the first page, the wording in this agreement which appears in italics will not apply. This wording is also boxed in the terms and conditions.
- You understand that a sufficient mobile signal is required at the premises for the alarm system to work, if you have signed up to a monitored service. In the event that there is no mobile signal, ADT will be unable to offer an alarm system monitored via a mobile network. In this case, you will need to purchase an alternative ADT monitored alarm system that uses telephone landline for the monitoring and service functions.
- ADT *Smart Business* services utilise your broadband facilities. Should your broadband be switched off, not working, have connections to required services blocked or does not meet the required minimum available upload speed of 2Mb/s, you will not be able to connect to ADT *Smart Business* services. However, the detection, alarm and monitoring element of your Alarm System will still be fully functional.
- You understand that for us to install and enable ADT *Smart Business* you have to meet a set of minimum requirements, including registering for the ADT *Smart Business* service online prior to your system installation date, have a minimum broadband available upload speed of 2Mb/s, 1 router port and localised power source. You must ensure your network equipment and broadband service allows connections to the services required for the function of ADT *Smart Business* services. The ADT *Smart Business* app service is not compatible with Windows operating software devices.

DEFINITIONS**ADT Intruder Alarm System**

A standard intruder alarm system with no ADT *Smart Business* features as standard. This system does have the ability to be upgraded to an ADT *Smart Business* System at a later date if required.

ADT Smart Business System

A smart intruder alarm System with a Control element as standard. The System allows you to add additional smart devices such as our Automate and View solutions. **Control** - remote set and unset **Automate** - wi-fi plug adaptors **View** - outdoor and indoor motion detection and camera solutions

Alarm Receiving Centre

The place to which signals are transmitted from the System and are monitored.

CCTV

Closed circuit television

Emergency Response

The procedures the police or another authority carry out when the Alarm Receiving Centre tells them that a signal has been received from the System.

Extra Charges

The Extra Charges referred to in conditions 8.4 to 8.8 of the terms and conditions

Fixed Period

3 years from the start date.

Guarantee

The one-year Guarantee explained in condition 5 of the terms and conditions.

Keyholder

A person or third party you have chosen to hold the keys to your Premises and to go to your Premises if we tell them that the Alarm Receiving Centre has received a signal from the System.

Normal Working Hours

8.30 am to 5 pm, Mondays to Fridays, except public holidays.

Our Equipment

The digital communicator, the software chip and the subscriber terminal unit located in or near the control panel.

Premises

Your Premises where the System is installed.

redcare

A service of monitoring telephone lines provided by British Telecommunications Plc. It is designed to detect line faults, line cuts and tampering with telephone lines.

Routine inspection visits and remote maintenance

The visits which we make to your Premises to inspect part of the System in each 12 month period from the start date. We will decide on the timing of such visits. Also certain Intruder Systems conforming to EN 50131 may be remotely maintained.

Services

The Services described below. Your choice of service level is indicated opposite.

Software as a Service (Saas)

Cloud/hosted software installed on servers supplied and maintained by others, allowing you or an approved agent to administer, manage and store data for your security System(s).

Software Support Agreement (SSA)

Technical support of the software installed at customer's sites.

Specification

The document setting out details of the System. This will include any amendments and instructions we issue to you from time to time.

Start Date

For new Systems, this is the date we finish installing the System. For Systems which have previously been installed at your Premises, this is the date we recommission the System.

System

All equipment (and any part of it), other than Our Equipment, which we install at any time including wiring (see conditions 1.2(e), 6.6(e)(iii) and 8.5(j)) and anything we install when we carry out repairs

We, our, us

ADT Fire and Security plc.

You

You the customer with whom we make this agreement.

4G SIM Data

A Subscriber Identity Module (SIM) working on a 4th Generation Cellular Mobile Network and having a monthly or annual allowance of data in megabytes allocated to it.

SERVICE LEVEL**Comprehensive covers:**

the Routine inspection visits to the System by us during Normal Working Hours; and visits at any time to the Premises for:-

- any repairs and replacement parts which are found necessary as a result of equipment malfunction;
 - any repairs and replacement parts as a result of normal wear and tear of the System parts;
 - all other visits to the Premises;
- } except where any of the circumstances in conditions 8.5 to 8.8 over the page apply.

Comprehensive service level covers remote resets: ie where we reset the System over the telephone, which does not require a visit to the Premises by one of our technicians.

LIMITATION OF LIABILITY

Only you know the value of your Premises, its property and contents and the importance of your personal safety. ADT is not and cannot be an insurer of you, your Premises and its contents and ADT's charges are in no way related to their value.

The fire and security industry is unique having regard to the relatively low cost of the Services and the high values which can be at risk.

For this reason, we limit the amount of our liability and the most ADT will be prepared to pay in aggregate for loss caused by ADT's negligence (except where ADT's negligence causes death or personal injury) is £250,000 and the most ADT will be prepared to pay in aggregate for other loss is £50,000. You should also read Condition 6.

ADDITIONAL SERVICES

KEYHOLDING RESPONSE SERVICE

Keyholding Response Services provides you with a first line key holder in accordance with the requirement of BS7499. Response will be provided 365/24/7. The service charge entitles you to 3 keyholding callouts within a 12 month rolling period, the third party service provider will respond promptly to an alarm activation at your premises and follow the set agreed procedure, as agreed to by signing this agreement:

Agreed procedure includes:

- Keyholding Response Officer requested to attend site
- Officer carries out an external/internal patrol of the site (areas they have access to only)

If the Officer witnesses no sign of break-in/damage:

- Officer reports findings to ADT ARC
- Alarms and secures the site, calls into ADT ARC to confirm closed signal has been received
- Officer leaves site

If the Officer witnesses signs of break-in/damage:

- Officer calls Police to report incident
- Officer calls ADT ARC to advise of situation
- ADT call customers Keyholder to report incident and request attendance at site
- Officer remains on site until Police and Keyholder arrives
- Once situation is in hand with Police and Keyholder the Officer leaves site

Extra charges will be applicable for:

- Each additional callout once agreed quota has been met.
- If a Keyholding Response Officer is required to stay on site for any length of time due to an incident an hourly charge may be applied.

On termination of this contract or this part of the contract relating to Keyholding Response Services, keys will be immediately surrendered to an authorised representative of the customer if so requested by the customer in writing. Any keys unclaimed on cessation of the contract will be retained for 12 months then reduced to scrap (rendered useless).

On signing up to this service we will pass your details onto our third party supplier who will arrange a suitable time to attend site to collect keys and complete initial assignments instructions which will include but is not limited to a site health and safety assessment.

SOFTWARE SUPPORT AGREEMENT (SSA)

Software Support Agreements are available to Systems with maintenance agreements in place. This SSA allows ADT to provide the following additional services as provided and supported by the manufacturer.

- Whilst on site for routine inspections we will advise you of any software version updates that are available and if approved by you, we will update the System to the latest version available. Software upgrades are only available from the manufacturer whilst as SSA is in place.
- If a System update is carried out, the Engineer will also review all System hardware for firmware reviews and install if appropriate for the sites System requirements.
- Where possible we can provide remote Software Support.

Software Support will only be provided if the Access Control System and Software is in good/full working order at the time that the Software Support Agreement is entered into

ADT reserves the right to complete a full inspection of the Access Control System and Access Control Equipment prior to providing Software Support.

SIGNATURES

1. This agreement is valid for 60 days from the above date. 2. The terms and conditions are as attached. 3. By signing the below, this agreement becomes binding on You; You confirm that you have read this whole document and agree to its terms and conditions, including conditions 4 (Purpose), 5 (Guarantee) and 6 (Liability). 4. This agreement does not apply until our authorised person has signed it. The date next to our authorised person's signature will be the date of the agreement.

Your signature

DocuSigned by:
Janine Brown
A73019C50A0D4DA

Date

23-Sep-2020

Our authorised person's signature

DocuSigned by:
Colin Lindsay
0CCA2B3E001C4E8

Date

23-Sep-2020

Please print name

Janine Brown

Position held

Manager

Please print name

Colin Lindsay

DISTRIBUTION: WHITE: ADT CUSTOMER FILE BLUE: CUSTOMER YELLOW: ADT OFFICE

ADT Fire and Security plc. Registered in England No. 1161045 Registered Office: Security House, The Summit, Hanworth Road, Sunbury-on-Thames, Middlesex TW16 5DB.

TERMS AND CONDITIONS

1. What we do

If the System is not monitored by us, the text below in italics and boxes will not apply.

1.1 For new systems, we agree to sell the System to you and to install it.

1.2 For systems which have previously been installed at your Premises:

- (a) unless you tell us otherwise, we assume that the System, and the wiring and cabling associated with it, already comply with the relevant standards and are in full working order.
 - (b) if you wish us to carry out an initial test of the System, we will give you a separate quotation detailing our charges and the work needed to repair, reinstate or reconnect any parts of the System which are not in full working order.
 - (c) if an initial test is not carried out:-
 - (i) we cannot confirm that all parts of the System are in full working order; and
 - (ii) we reserve the right to carry out a full test of the System at any time and to give you a quotation as referred to in condition 1.2(b) above.
 - (d) we are only required to inspect part of a fire System during each routine inspection visit: as a result, all parts of a fire System may not be inspected until 12 months have elapsed from the start date.
 - (e) we will not be able to confirm that cables and wiring which have been installed within the fabric of the Premises, or buried underground, conform to the relevant standards.
- 1.3 We will carry out the Routine inspection visits to the System during Normal Working Hours.
- 1.4 We will repair the System during Normal Working Hours when you ask us to do so. We will not charge you for the repair if it is covered by our Guarantee in condition 5 or if it is covered by the service level you have chosen. You must pay for all other work and visits - see conditions 8 and 9.
- 1.5 If you ask us to do so, we will visit your Premises outside Normal Working Hours. There will be an extra charge for this, unless this is covered by the service level you have chosen.

1.6 *After the start date, there may be a delay while:*

- (a) *the telecommunication links between the Premises and the Alarm Receiving Centre are set up and activated; and*
- (b) *the registration period set by the police or another authority is completed to their satisfaction.*

During this period, our ability to respond to signals we receive from the System at the Alarm Receiving Centre will be limited.

1.7 *After the period referred to in condition 1.6, we will monitor the signals received from the System at the Alarm Receiving Centre.*

1.8 *If you do not have and keep the approval of the fire service, police or other authorities under condition 2.1, we will only provide that part of the Services which does not need this approval.*

1.9 *If you require Software Support or Software as a Service then the SSA or SaaS Addendum applies and the charges for the said services are referred to on the front of this Agreement.*

2. What you must do

2.1 You may need the approval or permission from the fire service, police or another authority to allow us to provide the Services. You must also:

- (a) make any necessary agreement with these authorities;
- (b) provide any information they need;
- (c) pay for the relevant approval or permission;
- (d) meet the requirements of any of these authorities at all times to maintain their approval;
- (e) tell them if any information you have given them changes; and
- (f) if any approval is amended or ends, you must write to us as soon as you find out.

2.2 You must also do the following:

- (a) Give us access to your Premises so that we may provide the Services for the System and to allow us to remove Our Equipment after this agreement has ended. You shall move any materials, ceiling tiles and other objects obstructing access to the System or any part of it. You must also supply a reasonable level of lighting and scaffolding, hoists or other suitable lifting equipment if required.
- (b) Use your best efforts to make sure that your Premises and any equipment you provide are safe and without risk for our employees and agents to do what we must do under this agreement. When you place your order, you must also tell us the location of any concealed pipes and wires which may affect the System and the Services and about any known risks and any hazardous materials at your Premises.
- (c) Provide and maintain a dedicated 240 volt AC unswitched power supply to each part of the System and sound electrical earthing connection where it is required for us to carry out the Services. The power supply must be installed by an approved electrician to the relevant regulations and must be safe.
- (d) Provide information about you, your Premises, your Keyholders and any other relevant information so we can provide the Services. You must write to us to tell us of any changes to this information.

(e) Notify your Keyholders that we will contact them and may need to write to them.

- (f) Operate the System according to the requirements of the Specification and any instructions and user's handbooks we issue to you from time to time.
- (g) Be responsible for and compensate us against all liabilities, claims, losses or expenses we suffer if caused:
 - (i) because you or others have damaged or not used the System according to the Specification or operating instructions;
 - (ii) as a result of the connection of the System to any equipment or device not supplied by us; or
 - (iii) as a result of the events referred to in condition 6.6(c).

Paragraph (g) above does not affect our liability under condition 6

(h) Tell us at once:

- (i) of any defect or fault in the System;
 - (ii) if anyone tampers with the System;
 - (iii) if any part of the System is damaged or stolen; or
 - (iv) if the System has been subjected to any unusual operating or environmental conditions.
- (i) Pay your telephone, electricity and other utility bills which the System requires so that the Services are not affected.
 - (j) Complete the log book which we supply, giving details of every activation or event affecting the System, including false alarms.
 - (k) Notify us in writing if you wish to keep any parts of the System which we replace: otherwise, we will immediately dispose of all replaced parts.
 - (l) Keep any CCTV lenses and monitor screens clean and free from dust and grime to enable them to work satisfactorily.
 - (m) ADT *Smart Business* customers must register for ADT *Smart Business* service and download ADT *Smart Business* App, in advance to the system Installation Day. If you fail to do so, we will not be able to install and activate this service. You will require follow up installation visit to complete the works and you will occur additional service charges for this visit.
 - (n) ADT *Smart Business* customers must ensure that the required minimum broadband speed is available at all times - including the Day of the Installation. In situations where the broadband is switched off, not working or does not meet the required minimum upload speed (2Mb/s), ADT *Smart Business* services will not work.
 - (o) ADT *Smart Business* scenarios can be set up and managed via the App or via a PC, laptop or Mac.

3. What you must not do

- 3.1 You must not move or interfere with or attempt to repair the System or allow others to do so.
- 3.2 You must not part with possession of Our Equipment or do anything which may affect our ownership of Our Equipment.
- 3.3 You must not transfer or assign any of your rights or obligations under this agreement.

4. The purpose of the System

- 4.1 The System is designed to reduce the risks of loss or damage to your Premises so far as this can be done by the use of this type of equipment. However we do not Guarantee that the System cannot be removed, tampered with or made to stop working by you or by any unauthorised person. If this happens, we are not responsible for any losses you may suffer directly or indirectly.
- 4.2 We do not Guarantee to you that:
 - (a) particular losses or injuries will be prevented by using the System; or
 - (b) that the System will work continuously and without errors, in particular where interruptions or errors are due to something beyond our reasonable control.
- 4.3 Our products are designed and manufactured to high standards. However, even our products, like all mechanical and electronic devices, can develop faults.
- 4.4 We do not know the value of your Premises or its contents and the purpose of this agreement is not to act as insurer of your Premises or your contents.
- 4.5 To protect your privacy, ADT *Smart Business* automated functions are not monitored by ADT and we do not have access to your account to set, change, update or monitor your ADT *Smart Business* automated functions, including remote system set/unset, light management and viewing outdoor and indoor cameras. These functions are separate from the monitoring services ADT provide in respect of your alarm, if you have opted for a monitored service.
- 4.6 ADT *Smart Business* may include the supply of an outdoor and indoor video Camera(s) that enables you to view outside and inside of your premises and record and view the video footage. Depending on the speed and quality of your broadband connection, there may be a minor delay in accessing live images from recording equipment installed in your premises. This does not mean that the System is not working correctly.
- 4.7 ADT *Smart Business* services may include the supply of an indoor Motion Camera. The purpose of this device is to confirm an alarm user has unset the alarm. The device is not designed to provide intruder image verification. The image quality of this camera will be affected by its location and the levels of light within its field of range. The camera should be positioned to provide the best quality images but to keep false alarms to a minimum. False alarms can come from exposure to heat sources, air drafts and direct sunlight. The availability of images from the camera to ADT *Smart Business* App or web portal will vary depending on the speed of your broadband connection.

5. One year Guarantee

- 5.1 We Guarantee that we will repair faults and replace parts in the System free of charge within 12 months from the start date. Unless we have installed the System, you are responsible for the cost of the transportation of the System, or any part of it, from and to the Premises. This Guarantee does not apply to the matters stated in conditions 5.2 and 5.3.
- 5.2 The Guarantee in condition 5.1 does not apply to equipment previously installed at your Premises.
- 5.3 The Guarantee does not apply to faults caused by the following:
 - (a) Incorrect adjustment or positioning by you or others of CCTV cameras, monitor and video settings, computer screens, keyboards or micro-processors.
 - (b) Consumable items of all kinds failing. Consumable are items with a finite life such as batteries, halogen and other lamps or bulbs, communication chips, video recording heads, CCTV camera tubes, monitor tubes, electronic article surveillance pins, labels or any item that can be used once only.
 - (c) Work carried out by police, fire or other authorities, or by any telecommunication agency or other party.
 - (d) The circumstances referred to in conditions 8.5 to 8.8.

6. Our liability to you

6.1 We will try our best to supply and install the System within a reasonable time: we accept no responsibility for delays in supply or installation.

6.2 *During the period referred to in condition 1.6, we are not responsible for any part of the Services which we are not then able to provide.*

6.3 We accept that we must make sure that the System is of satisfactory quality, that it is suitable for the purpose in condition 4 and that the System will meet with the description provided before it was installed. We confirm that we are entitled to sell the System to you.

6.4 (a) As well as the responsibility which we accept in condition 6.3, we accept responsibility for death or personal injury caused by our failure to take responsible care or to use reasonable skill and we accept responsibility for liability for any fraud perpetrated by us.

(b) For all other liability resulting from our negligence, the most we will pay for loss in aggregate is £250,000 and for all other liability the most we will pay in aggregate is £50,000. We have worked out our service charge based on this limit of liability. If you would like us to increase this limit, you will have to pay an extra charge so we can arrange the appropriate insurance to cover us for the extra liability, the level of which has to be agreed.

6.5 Apart from those responsibilities accepted by us under condition 6.3 and for death and personal injury under condition 6.4(a), in all other situations we do not accept responsibility for any indirect loss which depends on us having special knowledge of your affairs which we would not normally know, even if the loss is due to our fault.

6.6 We are not responsible for the following:

(a) Losses in relation to systems installed at your Premises prior to the date of this agreement arising:

- (i) before the completion of our first routine inspection visit to the Premises; or
- (ii) during the first 12 months from the start date as a result of that part of a fire System which has not yet been inspected - see condition 1.2(d).

(b) Loss due to the acts or neglect of any other person including you,

the provider of the telephone line, redcare or other type of communication technology,

a police, fire or other authority or individual. None of these is our agent for any purpose.

(c) Delays, interruptions or suspensions in providing the Services, which are due to any other person (including you), thing or event which we could not reasonably be expected to prevent.

(d) Loss due to the fact that equipment or cabling not supplied by us is connected to or installed near to the System.

(e) Losses resulting from:

- (i) *the police, fire or other authority failing to act in accordance with Emergency Response;*
- (ii) *a signal transmitted to the Alarm Receiving Centre not being received by us for reasons beyond our control;*

(iii) the failure of any cables or wiring installed within the fabric of the Premises or buried underground prior to the start date;

(iv) the activation of a circuit breaker which affects the power supply to any part of the System; or

(v) any other cause beyond our reasonable control and not caused by our lack of reasonable care.

(f) Losses due to you failing to follow our recommendations in condition 7, or given at any time for additions, repairs or any work required to the System.

(g) Losses outside the purpose of the System in condition 4.

(h) Where equipment is damaged or lost in transit, unless you notify us in writing within 10 days from the date of despatch of the equipment to the Premises.

(i) Damage unavoidably caused to decorations, fittings and the like at the Premises as a result of the installation of the System or our providing the Services.

6.7 Our responsibility stops if the agreement is brought to an end or the Services are suspended under condition 10. We are not responsible if we choose to leave Our Equipment at your Premises after this agreement has ended.

6.8 The charges quoted for the Keyholding Response Services are provided on the assumption that no employees will transfer to us as a result of us undertaking the Services. In so far as any transfer of employees arise as a result of TUPE regulations and we and/or our suppliers will acquire any costs, damages or losses resulting thereof, you acknowledge and warrant that the costs (including pension costs and liabilities) and obligations resulting from such transfer will be borne by you.

7. Our recommendations to you

7.1 Because of the purpose of the System in condition 4, the limits of the Guarantee in condition 5, and the limits of our responsibility to you in condition 6, we strongly recommend that you should take out separate insurance to cover your Premises and the persons at and the contents of your Premises.

7.2 *We recommend that you only use one telephone line for the System and that you use an enhanced signalling System which is designed to detect line faults, line cuts or tampering with a telephone line.*

7.3 Where we have to remove detectors from the Premises for cleaning purposes, we recommend that you keep a stock of detectors at the Premises to enable the System to function without interruption.

7.4 We recommend that you insure the System from the time it is delivered to your Premises.

8. What it will cost you

8.1 You are responsible for the charges on the front of this agreement. The charges exclude VAT, which is payable by you at the rates current from time to time.

8.2 After the first year from the start date and in the years following, we can increase the yearly service charge to cover an increase in the cost of providing the Services. We will tell you in writing of the increased amount which will take effect from the anniversary of the start date.

8.3 *The telecommunication charge may be changed to cover any increased cost to us of providing or changing the telecommunications Services relating to the monitoring of the System. The telecommunication charge may also be changed to cover any increased cost imposed by the police, fire or other authority or by a telecommunications agency or any other organisation.*

8.4 You are also responsible for the following Extra Charges:

(a) *Installation and rental charges for connection facilities between the System and the Alarm Receiving Centre.*

(b) Taxes, fees, charges or false alarm assessments set by the police, fire or other authority due to the installation or operation of the System.

(c) Any Extra Charges or charges for work done by police, fire or other authorities, or by any telecommunications agency or other party.

8.5 You must also pay us Extra Charges at our rates for labour and materials current at the time where the following apply:

(a) Faults are caused by you or any other person, thing or event which we could not reasonably be expected to prevent.

(b) The Specification or service level says that there will be a charge.

(c) You have asked us to visit your Premises outside Normal Working Hours, unless this is covered by the service level you have chosen.

(d) You ask us to change the System or we need to change it because of change in your Premises.

(e) You break one of the conditions of this agreement.

(f) You ask for help from us under the Guarantee in condition 5 but the Guarantee does not apply.

(g) Any replacements, repairs or modifications to the System are needed but are not covered by the Guarantee or by the Services or are needed as a result of a change in a relevant standard or regulation governing the System.

(h) You ask us not to carry out tests on any part of the System which involves us in additional work.

(i) The storage vessels which form part of the extinguishing part of the System need testing, handling, transportation, recharging and reinstalling.

(j) The external wiring on the outside of the Premises, or any wiring installed within the fabric of the Premises or buried underground prior to the start date, need inspecting, repairing or replacing.

(k) The System needs inspecting, resetting, reprogramming, repairing or replacing in circumstances where:

(i) you, *your Keyholders* or someone else has failed to follow operating instructions, has not locked, closed or secured a window, door or other protected point, has not used or adjusted the CCTV, other equipment or components properly or has interfered with the System;

(ii) you, or equipment or devices which we have not supplied have caused a false alarm or a failure of the System;

(iii) your actions or failures, or those of anyone else other than us mean we need to inspect or make repairs or replace any part of the System;

(iv) rodents, other animals or insects cause damage to or activation of the System;

(v) there is a problem on the telephone line or connection;

(vi) there have been fluctuations or failure in the mains electricity supply or where there has been a corruption or failure of the transmission network;

(vii) the activation of a circuit breaker affects the power supply to any part of the System;

(viii) any computer, IT network, lighting System or other infrastructure or facility provided by you or others which is connected to the System fails or is corrupted;

(ix) you install software upgrades or any other software on any computers and/or networks connected to the System;

(x) adverse weather conditions or adverse industrial atmosphere cause damage to or activation of the System;

(xi) a full insulation or continuity test of wiring is required; or

(xii) extinguishing liquids or gas or propellant cartridges are discharged for what ever reason.

(l) For additional keyholding response officer visits over and above the agreed included number of site visits and for additional time on site.

8.6 Unless we agree to do so, the charges do not include any work involving carpet laying, concealing cables, redecorating, replastering, building or carpentry work.

8.7 There will be an additional charge if:

(i) you do not provide full access to the areas where our engineers carry out the Services; or

(ii) you fail to supply a reasonable level of lighting or scaffolding, hoists or other suitable lifting material (as referred to in condition 2.2(a), as a result of which we incur extra time or expense.

8.8 Whilst we will make every reasonable effort to work with you or others, any interruptions or delays caused by you, your staff, customers or others may result in additional charges.

8.9 If this agreement is brought to an end under condition 10, the following will apply:

- (a) You will owe us the charges and any other money due to us but not paid at the end of the agreement;
- (b) Unless the agreement is brought to an end under condition 10.1 or 10.3 you will also owe us, as a reasonable estimate of our loss, an amount equal to the yearly service charge which would be due until the earliest date when the agreement could have ended on you giving notice, less an allowance of 20%. This allowance is because we do not have to monitor and inspect the System and because we are being paid earlier than expected;
- (c) *You will owe any further telecommunications charges charged to us in relation to the System and/or the monitoring of it where we are unable to obtain a refund;*
- (d) If you have already paid us more than the amounts due under (a), (b) and (c) we will refund any overpayment;
- (e) We may also take further action against you if you have broken this agreement.
- 8.10 In the event that the installation of the System will not be completed within a three month period from the date of this agreement, we may increase our Initial Charges where our material and labour costs increase after the date the tender was agreed or this agreement signed. The increase will be calculated using a formula or indices appropriate to the security industry.
- 8.11 Where the installation of the System continues for more than one month, we reserve the right to submit progress or interim requests for payment of the Initial Charges based on the amount of work completed and / or the amount of equipment delivered to the Premises.
- 8.12 If we hold materials for you in our bonded stores, we reserve the right to invoice you for the full amount of those materials prior to installation at, or supply to the Premises.
- 8.13 Where our Specification and charges are prepared to comply with a tender or Specification prepared by you or by a third party, or to comply with a relevant standard, our Specification and charges will have been prepared in good faith, relying on our interpretation of the tender, Specification or standard. If you seek to impose a different interpretation, which affects our Specification, we reserve the right to increase our charges.
- (g) If you enter into any kind of arrangement or settlement with your creditors or if a receiving order or administration order is made against you.
- (h) If any legal proceedings are taken against the System or your Premises or any part of the Premises.
- (i) If you fail to follow any recommendation we make for repairing or replacing faulty or old parts of the System, or for repairs to your Premises which we consider necessary for the System to work properly, or to prevent unnecessary damage to the System.
- (j) If you do not follow the operating instructions or if, for any other reason which is or should be within your control, there are an excessive number of false alarms.
- (k) If you change your Premises in such a way that we believe it is no longer practical for us to carry on providing our Services.
- (l) If the police, fire or other authority take away their approval, or will only give their approval depending on conditions, which we believe make it no longer practical to carry on providing our Services.
- 10.5 If we give you written notice of suspension, this suspends what we have to do under this agreement (see condition 1) and we have no responsibility until the suspension is lifted or the agreement ends. We will tell you in writing if we lift the suspension.
- 10.6 If the agreement ends, we will stop providing our Services.
- 10.7 We may remove the Keyholding Response Service by giving you at least one month's notice in writing at any time. Should we exercise our right to remove the Keyholding Response Service, you shall only be liable to pay for the Service up to the date of termination of such Services.

11. General

9. Payment

- 9.1 You must pay the Initial Charges referred to on the front of this agreement on or before the start date. You must pay the Initial Charges by cheque or credit card.
- 9.2 You must pay the yearly service and telecommunication charges quarterly or annually in advance by cheque or direct debit.
- 9.3 You must pay the Extra Charges under conditions 8.4 to 8.8 within 14 days of the date of our invoice or our request for payment.
- 9.4 You must pay all other amounts within 30 days of the date of our invoice or our request for payment.
- 9.5 We expect you to pay promptly. If payment is overdue, we will charge you interest, from the date of our invoice or when we ask for payment until the date you pay, at 4% over the base rate of Barclays Bank Plc.
- 9.6 Even if the System has been delivered to your Premises and installed there, the System remains our property until the Initial Charges for the sale and installation of it have been fully paid. Until then:
- (a) you must take good care of the System for us; and
- (b) without prejudice to any other rights we may have, we may enter your Premises and repossess the System without any obligation to make good the Premises.
- 9.7 We do not accept post-dated cheques.

10. Ending or suspending the agreement

- 10.1 We may end this agreement by giving you at least 3 months' notice in writing at any time.
- 10.2 You may end this agreement by giving us at least 3 months' notice in writing to expire at the end of the Fixed Period or on a subsequent anniversary of the start date.

- 10.3 *You or we may end this agreement immediately if:*
- (a) *the Alarm Receiving Centre is destroyed or so badly damaged that we cannot reasonably continue to provide the Services;*
- (b) *we cannot arrange or keep the telecommunications facilities needed to transmit the signals between your Premises, the Alarm Receiving Centre and any police, fire or other authority.*

- 10.4 We may either end this agreement or suspend the agreement for a period we consider appropriate if any of the following apply:
- (a) You fail to make payment under condition 9.
- (b) You commit a serious breach of this agreement, or one which has serious consequences.
- (c) You commit any breach of this agreement which can be corrected by you, and you do not put matters right within 30 days of our telling you that you have broken the agreement and must put it right.
- (d) If, being an individual, you die or become bankrupt.
- (e) If, being a partnership, the partnership is dissolved.
- (f) If, being a company, an order is made or you pass a resolution for winding up or the company is dissolved.

- 11.1 We may hand over all our responsibilities under this agreement to another company or transfer any rights under it. We may also employ others to carry out our tasks. This will not reduce your rights under this agreement. If we incur liability to a sub-contractor or other third party in relation to the Services which is in excess of our liability under condition 6, you shall indemnify us against that excess.
- 11.2 If you have made this agreement together with someone else, you are liable both jointly and individually to us.
- 11.3 Personal Data Notice Consent: Customer acknowledges the collection, processing and international transfer of data and information related to the business relationship between it and ADT, including the transfer of personal data to and between ADT, its subsidiaries, affiliates and third parties worldwide, and except for security details, to any credit reference, debt collection or public telecommunications agency for the purposes of fulfilling our obligations under this contract, assessing our credit risk and to implement our business. Customer acknowledges and confirms that they have read ADT's privacy note at www.johnsoncontrols.com/privacy. Customer has the right to request access, rectify or update inaccurate or out-of-date personal information by contacting our Privacy Office through the Privacy Notice. To the extent of applicable law, the Customer may have the right to request erasure of personal information, restriction of processing as it applies to the Customer, object to processing and the right to data portability. Customer may also have the right to lodge a complaint with a supervisory authority.
- 11.4 This agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.
- 11.5 We intend that all conditions of this agreement are in this document and the Specification.
- 11.6 *We reserve the right to programme the System to signal to the Alarm Receiving Centre using a premium rate telephone number. As at (3rd April 2008) when calling from a standard BT phone 0906 numbers will be charged at 60p per minute with per second billing. These prices include VAT. BT prices may vary from time to time and other telecoms service providers' rates may be different.*
- 11.7 All drawings, illustrations, literature, technical data sheets and the like which accompany our Specification and any weights and dimensions (all of which we reserve the right to alter without notice) are intended to present a general idea of the products described and are approximate only and in no case constitute a condition.
- 11.8 If you or we want to change the conditions of this agreement, it must be done in writing and signed by you and by one of our directors.
- 11.9 If we do not insist on the strict conditions of this agreement, we may still enforce all the conditions against you on other occasions. If you break a condition and we do not take any action against you, it does not mean that we will not take any action against you if you break it again or continue with the same breach without putting it right, or if you break any other conditions.
- 11.10 If a court finds that part of this agreement is not enforceable but can be kept separately from the rest of the agreement, this will not affect the remainder of the agreement.

