



IT starts with a cable  
and ends with a solution

## Terms and Conditions

### Agreement

(a) The Quotation, the enclosed Specification if provided and the Acceptance together with these Terms and Conditions.

### Company

(b) IPNS Ltd, Company Registration No. 11685692

### Company Equipment

(c) means the Signalling which shall remain the property of the Company at all times.

### IPNS Ltd System

(d) The intruder alarm, communications infrastructure, closed circuit television or access control system installed in the Premises.

(e) The installation more fully described in the Specification.

### Completion Date

(f) The date on which the Company shall have completed the installation of the System or in the case of Intruder Alarms to the stage of audible signalling and neither the said date nor the date of any payment to the Company hereunder shall be affected by the date upon which the provision of a BT telephone service shall be completed and the Company's installation invoice shall be conclusive evidence of the Completion Date.

### Extra Work Date

(g) The date on which the extension to the System is completed by the Company.

### Service Agreement Period

(h) Comprehensive Service – for an IPNS Ltd system a minimum period of one year

### Warranty Period

(i) A period of 12 months from Completion Date or Extra Work Date for an extension of the system.

### Normal Working Hours

(j) 0900 to 1700 hours subject to alteration by the Company Monday to Friday except for Bank and Public Holidays.

## THE CUSTOMER'S OBLIGATIONS

### PART TWO

#### THE CUSTOMER

### Consent and Access

(a) shall obtain and pay for all necessary consents including listed building consent for the erection of external equipment for the installation of the System and shall give to the Company access to the Premises at all reasonable times for the purpose of doing anything which the company is required or entitled to do under this Agreement The Customer acknowledges that it may be necessary for some work to be carded out outside Normal Working Hours.

### Title and Risk

(b) shall assume all risks in IPNS Ltd system and its consequent components upon and from delivery of the components to it or to its premises or as otherwise directed by it or collection by it or its agents or employees but title to IPNS Ltd's system shall not pass to the customer until the Company shall have received payment in full of the installation or Extension Charge indicated on the front of the Quotation.

In the event of termination of the Agreement prior to such payment the Company may enter the Premises and may repossess the system or any part thereof.

#### **System Operation**

(c) Shall operate the System only in accordance with the written information and instructions which may from time to time be supplied by the Company to the Customer.

#### **Defects**

(d) Shall notify the Company forthwith (confirming such notice in writing) of any defect appearing in the system and shall permit the Company to take such responsible steps as it shall consider necessary to remedy such defect.

#### **Authority Charges**

(e) Shall reimburse the Company any charge made by the Police Fire or other authority to the Company from time to time in connection with the System going into alarm condition.

#### **Work to System/ Attendance at Premises**

(f) shall pay for the cost of any work required to be carried out to the system and materials thereof or any attendance by the Company at the Premises which may be required by the Police Fire or other authority or any other circumstances arising outside the control of the Company which shall include attendance for the purpose of the system reset following accidental operation or abortive attendance.

#### **Structural Alterations**

(g) Shall notify the Company of any proposed structural alterations to the Premises affecting or which may affect the System; any reasonable extension or alteration to the System which may thereby become necessary, shall be carried out by the Company at the expense of the Customer.

#### **Damage to the System**

(h) Shall pay for the repair of all work to be carried out to the System and materials thereof due to damage to the System unless caused by negligence of the Company or its employees or agents.

#### **Indemnity**

(l) here by indemnifies and holds harmless the Company from and against:

(i) any claims whatsoever for damage, penalties, costs, claims and expenses and against all liabilities in respect of any patent, registered design or any industrial copyright of any third party where the System is made or procured for the Customer and supplied by the Company to other than the Company's design at the Customer's request or is used by the Customer in conjunction with other equipment not supplied by the Company.

(ii) all liability, loss, damage, penalties costs and expenses whatsoever caused and howsoever arising and by whosoever made, including but not limited to any claim made against the Company by the Police or Fire Authority, due to a false alarm signal from the equipment in the system.

(iii) all liability, loss, damage, penalties cost and expenses suffered or incurred by the Company arising from any death or injury to any company employee or agent where such death or injury results from the negligence of the Customer, his employees, agents or licensees or from breach by the completion date.

The Customer of his statutory duty under the Occupiers Liability Act 1957.

#### **Services**

(j) shall advise the Company of the existence of concealed pipes, wires and cables for water, gas, electricity, telephone or other services affecting the Premises of which the Customer is aware and shall confirm the location of such services to the Company's technician before work commences. Subject to clause The Company's Liability (a) below in the absence of such a notice, the Company accepts no liability for damage to such services or any loss damage or injury whatsoever incurred or sustained in consequence thereof as the Customer.

(k) Not to permit anyone (including the customer himself) other than the Installer to test, adjust or reset or interfere with the installation or any part thereof. In the event of a breach of this provision the Installer shall be entitled to terminate the Maintenance Contract forthwith upon its discovery

## PART THREE

### The Company

#### **Completion Date or Extra Work Date**

(a) Shall install or extend the System within a reasonable time of dated of acceptance by the Customer of this quotation or as otherwise agreed by the Company in writing. Provided always that time shall not be of the essence, hereby acknowledges and the Customer shall indemnify the Company against any claim whatsoever for loss damage or injury resulting from damage to such services aforesaid.

#### **Contract Maintenance**

(b) shall, in the event of Customer confirms a requirement for the System to be serviced during the Service Agreement Period, carry out routine servicing and emergency service more fully set out in the System Schedule (see part 6).

#### **Completion Date or Extra Work Date Warranty**

(c) Shall, in the event the Customer does not require contract maintenance during the Warranty Period make good by repair or at the Company's option by the supply of a replacement, defects which under proper use appear in such part or parts of IPNS Ltd's system during the Warranty Period which arise solely from faulty materials or workmanship. The warranty is conditional on the system or equipment being serviced and maintained throughout the Warranty Period in accordance with the relevant British Standards or NSI Codes of Practice.

## THE COMPANY'S LIABILITY

### PART FOUR

#### **The provisions of this part 4 do not affect the Customer's statutory rights.**

The Company has no special knowledge of the nature and value of the contents of the Premises for which the System has been specified and in which it is to be installed or services or of the nature of the risks to which the Premises and their contents will be or may be from time to time exposed. The potential loss or damage which the Customer might suffer is likely to be disproportionate to the sums that can be reasonably charged by the Company under agreements of this nature. As the Customer knows or should know the extent of such potential loss or damage and is therefore in the best position to do so it should insure against all likely risks. By entering into this Agreement on these terms, the Customer agrees that is fair and reasonable for the Company to limit and exclude its liability as set out in this Part 4, which

specifies the entire liability of the Company including liability for negligence.

#### **Acceptance of certain liability**

(a) The Company accepts liability

(i) for death or personal injury resulting from negligence of the Company, its employees or agents acting in the course of their employment or engagement as case maybe:

(ii) arising out of any breach of the obligations as to title implied by statute;

(iii) where the Customer deals as consumer for any breach of any condition or Warranty implied by statute as to the correspondence of the System with description or sample or as to its quality or fitness:

(iv) up to the sum of £100,000 for direct physical damage to the Premises or their contents to the extent to which such damage and loss is caused by the negligence of the Company its employees or agents whilst working on the premises in the course of their employment or engagement as case may be.

#### **Submission of claims**

(b) The customer is required to notify the Company of any claim in (a) above as soon as reasonably possible and in any event within two months in writing of the act, omission or occurrence giving

rise to the alleged damage or loss except that any claim under (a) (iv) above shall be notified to the Company within thirty days of the Customer suffering any alleged damage or loss.

#### **Exclusion of certain liabilities**

(c) Except as provided in (a) above the Company shall have no liability in any circumstances whatsoever whether in contract, tort (including negligence) or otherwise for any loss, damage or injury suffered by the Customer where such loss, damage or injury arises directly or indirectly from or is consequential or contingent upon:

(i) any misrepresentation made by or on behalf of the Company;

(ii) any breach by the Company of any express or implied terms of this Agreement, (iii) any negligent act or omission on the part of the Company or one or more of its employees or agents acting in the course of his or their employment or engagement as case may be; (iv) The operation, non-operation or faulty operation of the System.

#### **Exclusion of certain losses**

(d) The Company shall have no liability in any circumstances whatsoever whether in contract tort (including negligence) or otherwise and whether caused directly or indirectly for financial loss or loss of profits, contracts business, anticipated savings, use or goodwill.

#### **Maximum liability**

(e) Except in the circumstances described in (a)(i)(a)(ii) or (a)(iii) above when no limit will apply and (a) (iv) above when the limitation therein described shall prevail the Company's liability whether in contract, tort (including negligence) or otherwise will in no circumstance whatsoever exceed for each claim the aggregate of the initial installation charge together with subsequent extension charges and the current annual service charge but subject to an overall financial limit of £10,000 for any and all claims.

#### **Extension of protection to employees**

(f) Save as provided in (g) below, for the purpose of any exclusion or limitation of liability contained in this Part 4 of this Agreement the Company is to shall be deemed to be contracting both on its own behalf and also as agent for and/or trustee of any employee of the Company and such employee shall to this extent be or be deemed to be in contractual relationship with the Customer and to be entitled to the benefit of any exclusion or limitation of liability as aforesaid.

#### **Deliberate wrongful acts of employees and agents**

(g) Under no circumstances shall the Company have any liability for any deliberately wrongful act, default or omission by an employee or agent of the Company acting in the course of his employment or engagement as case maybe unless such act, default or omission could have been avoided by the exercise of due care and diligence on the part of the Company as employer or principal as case maybe.

#### **The Company's Liability**

(h) IPNS Ltd holds professional indemnity cover with specialist insurers at Harries Southall.

The limits of indemnity provided is £100,000 indemnity any one occurrence, £100,000 aggregate cover for any one 12 month period of insurance liability arising out of products supplied.

### **GENERAL**

### **PART FIVE**

#### **Non-payment**

(a) if any payment shall be more than one month in arrear the Company shall have the right of withhold further deliveries of constituent components of IPNS Ltd's system and to withdraw immediately the service provided for the System. Time for payment shall be of the essence of this Agreement Written notice of withdrawal of the service will be given to the customer.

### **Termination for breach of Agreement**

(b) if either party shall commit any breach of this Agreement then the other may by seven days notice in writing terminate this Agreement This right of termination shall be in addition to the Company's rights under (a) above and shall be without prejudice to its right to recover any sum due from the Customer.

### **Interest on Late Payment**

(c) without prejudice to any other right or remedy available to the Company whether under this Agreement or at law the Company reserves the right to charge interest on any sum due to the Company and not paid on the date at the rate of 4% per annum above the base rate of Barclay's Bank plc from time to time compounded monthly on all amounts overdue until payment thereof such interest to run from day and to accrue after as well us before any judgment

### **Termination by the Customer**

(d) The Customer shall be entitled subject to payment to the Company of any arrears of any Service Charge and any other payments due under the Agreement to (be expiry of the Service Agreement Period to terminate this Agreement by not less than three months notice in writing to the Company expiring at any time after twelve months from the Completion Date or Extra Work Date.

### **Notification of Increased Charges**

(e) the Company may increase the Service Charge at anytime after twelve months from the Agreement date after which the new Service Charge shall become effective The Customer may within fourteen days after the service of any notice of the new Service Charge give three months notice in writing to the Company terminating this Agreement pursuant to 5 (d) above.

### **Certificates**

(f) following completion of the installation of IPNS Ltd's system the Company will issue to the Customer it's Handover Certificate stating the Completion Date and such certificate shall be conclusive evidence of such completion:

Right of Assignment

(g) the Company may assign all or any of it's obligations through sub-contractors

### **Transfer of System**

(h) this Agreement is personal to the Customer and may not be assigned or otherwise transferred by the Customer. The Company on written request by the Customer and subject to payment of all sums due to the Company by the Customer, may be prepared to enter into a new agreement (at current rates and on its standard terms and conditions then in force) with a new occupier of the Premises in respect of the System.

### **Improvements to Specification**

(i) the Company's Policy is one of constant improvement and the Company reserves the right to alter the specification of any component part or parts of the System at its discretion at any time without notice. The Company also reserves the right because of difficulties in obtaining supplies, to use at its discretion equipment and materials other than those specified provided this does not materially affect the performance of the System.

### **Force Majeure**

(j) any failure by the Company to perform any of its obligations by reason of any cause beyond the control of the Company, including without limitation strikes, lockouts other labour disputes, weather conditions, fires, flood, lightning, traffic congestion, material breakdown, obstruction of any public or private road or highway, shall not be deemed to be a breach of this Agreement.

### **Complete Agreement**

(k) (i) this Agreement and the documents referred to in this Agreement contain the whole agreement between the parties relating to the transactions contemplated by this Agreement and hereby terminate and supersede all previous agreements between the parties relating to these transactions but without

prejudice to the rights of the parties existing at the date of such termination. All implied and collateral terms, conditions and warranties are hereby excluded to the fullest extent permissible at law.

(ii) the Customer acknowledges that in agreeing to enter into the Agreement it has not relied on any representation warranty or other assurance except those set out in this Agreement or any other document referred to in this Agreement

### **Waiver**

(l) no waiver of any breach of any provision of this Agreement shall be held to be a waiver of any other or subsequent breach and the failure of a party to enforce at any time any provision hereof shall not be deemed a waiver of any right of such party subsequently to enforce such provisions or any other provision hereof.

### **Severability**

(m) in the event that any provision or any portion of any provision of this Agreement shall be held invalid, illegal or enforceable.

### **Notices**

(n) any notice required to be given hereunder shall be sufficiently given if properly addressed and sent by post to in the case of the Company, its registered office and in the case of the Customer, its last known address and shall be deemed to have been properly served at the time when in the ordinary course of transmission it would reach its destination.

## **SYSTEM SERVICE SCHEDULE**

### **PART SIX**

#### **The Company will provide Comprehensive/Standard Service.**

##### **Comprehensive Service**

The Company shall during the Service Agreement carry out regular routine service visits in every 12 months during Normal Working Hours and provide emergency service facilities in accordance with the relevant British Standard Any necessary repairs or replacements to the System caused by inherent defect or fair wear and tear will be carried out by the Company at its own expense.

NOTE: The cost of access control cards, personal computers and disk drives, closed circuit television, vacuum tube devices, video cassettes and play-back heads, consumable items, replacement alarm batteries, external lighting and bulbs are chargeable to the Customer The cost of materials and labour incurred for work carried out to repair or in attempting to repair accidental or acts of malicious damage to the System or to reset the System after mis-operation by the Customer or his agents or employees is chargeable to the Customer.

##### **Standard Service**

The Company shall during the Service Agreement Period carry out regular routine Preventative Maintenance Visits in every 6 or 12 months during Normal Working Hours and provide emergency service facilities in accordance with the relevant British Standard.

NOTE: The cost of all materials only used in repair work carried out during routine Preventative Maintenance Visits is chargeable to the Customer. The cost of materials and labour incurred for work carried out during any emergency service visit is chargeable to the Customer. During the Warranty Period defective equipment will be replaced or repaired free of charge.