

TERMS AND CONDITIONS OF SALES AND MAINTENANCE

1. The company shall sell to the subscriber all the equipment necessary to constitute an Alarm System (or other System) to the requirements of the Specifications.
2. The Alarm Equipment shall remain the property of the Company until all installation charges have been paid by the Subscriber to the Company, at which time ownership of the equipment shall be transferred to the Subscriber.
3. Digital Communication Equipment, if fitted, shall remain the property of the Company. The Company shall have the right to remove the Digital Communication Equipment from the Subscriber premises in the event of the Subscriber terminating a monitoring agreement or failing to pay any premiums which become due for Central Station Monitoring.
4. The Subscriber will be responsible for all charges incurred resulting from British Telecom or any other Authorities work in providing or maintaining private circuits, equipment or terminal boxes, or in obtaining permits, wayleaves or any type of approvals.
5. All installed Systems shall be guaranteed for a period of 12 months from the date of installation. Systems covered by a Maintenance Contract shall have extensions to Warranty in accordance with the Company's Schedules of Maintenance.
6. The Company agrees to rectify any defect appearing in the Alarm System without charge where such defects arise within 12 months of the installation date, save where the same results from the act of neglect or default of the Subscriber or his appointed agent or any third party or any circumstances beyond the Company's control, and providing the defect is notified to the Company within 14 days of the defect occurring.
7. When the subscriber enters-into a Maintenance Agreement with the Company. The Subscriber may terminate this agreement at any time but will not be eligible for a full or partial refund the service agreement is non-transferrable between persons but at company's discretion may be transferrable to a new property once customer has paid for the initial inspection in the new property.
8. The Company shall inspect and test Maintained Systems in accordance with the current British Standard Institutes recommendations, and shall issue a Certificate of Inspection to the Subscriber detailing the state of the Alarm System.
9. The Company shall provide a maintenance, fault, and 24-hour emergency service to the Subscriber in accordance with the Company's Schedules of Maintenance.
10. The Subscriber shall pay to the Company the first maintenance premium in advance on the first anniversary of the installation and thereafter annual on the anniversary date. Payments shall be made by Bankers Standing Order, unless otherwise agreed in writing between the Company and the Subscriber. If at any time a Maintenance premium is overdue for a period of 21 days or more, the Company shall not be obliged to perform any of its obligations.
11. The charge for replacement batteries when required, will be the responsibility of the Subscriber or company depending on service cover subscribed to.
12. The company's service prices are reviewed annually and once we have completed our obligations for the previous service agreement the company reserves the right to offer you a renewal quote for the next 12 months and may incur a price increase, the subscriber is under no obligation to continue if they do not wish.
13. The Alarm System is intended, as set out in the Specifications, only to reduce the risk of loss and damage to the property and injury to persons in or on the premises to extent that is reasonably practicable by use of such equipment. The Company gives no undertaking to the Subscriber that the Alarm System will prevent any loss by burglary, theft or otherwise. The Company does not guarantee that loss, damage or injury can and will be prevented by such use.
14. The Company is not an insurer of the premises, the property or the person therein which the Alarm System is installed to protect. The Company charges are not related to the value of the premises or the property in or on the premises, which the Subscriber alone is able to ascertain. The Subscriber accordingly undertakes to the Company to keep comprehensively insured against all risk, such premises and property and persons therein.
15. The Subscriber agrees to and shall indemnify the Company, its servants and agents from and against all or any liability to any third party or Insurance Company caused or alleged to be caused by the Company's failure to perform its obligations.
16. If notwithstanding the above there should arise any liability on the part of the Company whether for negligence, breach of contract or otherwise such liability shall under no circumstances whatever exceed 20 times the annual maintenance charge paid by the Subscriber to the Company in respect of the first year of the maintenance period.
17. The Subscriber shall throughout the contract: -
 - I. afford the Company and/ or its elected agents full and free access to the premises during normal working hours, and at other times if the circumstances so require to enable the Company to perform its responsibilities.
 - II. not adjust, reset, repair, remove, alter or interfere in any way with the Alarm System or parts thereof.
 - III. operate the Alarm System with reasonable care to ensure its proper and efficient operation.
 - IV. periodically test the Alarm System in accordance with set down Test Procedures and notify the Company by telephone (and confirming in writing) of any defect appearing in the Alarm System or any repairs that appear to be necessary to remedy any such defect or make such repairs.
 - V. notify the Company immediately if the Alarm is activated
 - VI. notify the Company by telephone (and confirming the same in writing) if the Alarm System requires re-setting.
 - VII. notify the Company in writing of any structural alterations which may affect the cover protection afforded by protection devices and of any telephone installation alterations, which may affect the transmission of the Alarm Messages.
18. The Company shall be entitled to assign all or any of its obligations to any nominated Sub Contractor.
19. The Company shall not be liable for the cost of any re-decoration or for damages to or costs of relaying carpets or floor coverings or for any breakages or damages arising from the installation, alterations or breakages or repair of the Alarm System unless it is established the same arose from the negligence of the Company, its servants or agents.
20. Bronze service cover includes an annual service and fixed fault call outs charged at £20+vat non-fault call outs are chargeable at prices quoted by office, this level of cover does not include parts.
21. Silver service cover includes an annual service and also includes fault call outs, non-fault call outs are chargeable at prices quoted by office, this level of cover does not include parts.
22. Gold service cover includes an annual service and also fault call outs, non-fault call outs are chargeable at prices quoted by office, this cover also includes parts which will be similar specification or above, the company will determine when replacement parts are required.
23. For full terms and conditions and any additions/amendments please visit our website www.alarmsyork.co.uk