

Ryther Alarms

Over 40 years of security you can trust



● Breakdown Maintenance ● New Installations ● Alarm & CCTV Specialists

Standard Terms & Conditions

1. Definitions

- 1.1. "Applicable Standards" means those applicable standards and regulations adopted by any approval or regulatory organization by which we are recognized or of which we are a member from time to time,
- 1.2. "Completion Date" means the date the Installation is completed,
- 1.3. "Corrective Maintenance" means a type of maintenance task that is performed to identify, isolate, and rectify a fault so that the failed equipment, machine, or system can be restored to its normal operating condition. This type of maintenance is carried out after a problem has been detected and is aimed at fixing any issues to ensure that the equipment functions as expected,
- 1.4. Where applicable "You" and "Your" means or refers to the company, firm or individual identified in Customer section of this Agreement,
- 1.5. The "Installation" means the security, fire or door access alarm or closed-circuit television (CCTV) system or systems or any other system or systems or other item or items of associated equipment and the installation of such systems or items described in the Specification,
- 1.6. The "Installation Price" means the total price set out in the Quotation section of this Agreement inclusive of all optional protection and/or items to be paid by you for the Installation,
- 1.7. The "Maintenance Contract Price" is the price set out in the Quotation section of this Agreement to be paid by you for maintenance services during the 12-month period immediately following this Agreement,
- 1.8. The "Monitoring Contract Price" is the price set out in the Quotation section of this Agreement to be paid by you for Monitoring Services during the 12-month period immediately following this Agreement,
- 1.9. "Preventative Maintenance" means the inspection, testing and adjustment of the Installation to confirm its satisfactory operation and if necessary, the identification of any fault or problem to you,
- 1.10. The "Specification" means the system design specification set out in the Schedule to this Agreement.
- 1.11. "We" "our" and "Us" means or refers to Wilson Alarm Systems Limited and/or its associated or affiliated legal entities, as applicable. Wilson Alarm Systems Limited is a company registered in England and Wales (number 1642578), whose Registered Office may change from time to time, with the latest information being stored on Companies House. The current Registered Office is 1-3 Paigle Road, Leicester, LE2 8HP.

2. General

- 2.1. The terms and conditions set out in this Agreement shall apply between us in respect of the Installation and any Maintenance and/or Monitoring services we are to provide and in the absence of contrary agreement shall apply in respect of any other goods or services supplied by us to you. Except to the extent that this Agreement is expressly varied by mutual consent in writing, it shall constitute the entire agreement between us and shall prevail over and supersede your own terms and conditions and any previous terms and conditions, agreements or understandings. whether in writing or oral in respect of its subject matter.

24 HOUR CALL OUT LINE: 01904 360 118

361 Thanet Road, Dringhouses, York, YO24 2PH
rytheralarms@gmail.com

Payment Terms:

3 working days, unless otherwise agreed

BACS Payment Details:

Barclays S/C: 20 99 56 A/C: 6325 2515



VAT: 996446360 Company No.: 6130435

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3. Terms of Payment

3.1. The Installation Price shall be paid by you as follows: unless otherwise stated in the quotation, our standard payment terms are immediately upon installation completion.

3.2. The Maintenance Contract Price and the Monitoring Contract Price shall be paid annual instalments in advance within 3 working days, unless otherwise agreed in writing.

3.3. Any invoice queries should be received prior to the invoice due date to enable the team to resolve and credit as required.

3.4. Time of payment is of the essence. If you do not pay the Installation Price, the Maintenance Contract Price or the Monitoring Contract Price in full on or before the dates for payment set out above then, in addition to and without limiting our other rights, we shall be entitled to cancel the Agreement and/or suspend any installation work, deliveries or services and shall be entitled to charge you interest on the outstanding amount at the rate of 2% above the Bank of England Base Rate from time to time in force. This shall apply both before and after the issue of any legal proceedings that we may take against you to recover any unpaid amount and interest shall accrue daily and apply from the due date for payment until actual payment in full, whether before or after judgment.

3.5. Unless expressly stated, all prices are stated exclusive of VAT, and you shall pay any applicable VAT on receipt of a valid VAT invoice.

3.6. You shall pay all sums that you owe to us under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

3.7. We may at any time before the commencement of installation work, the delivery of equipment or the commencement of monitoring or maintenance services, increase the price payable by you to cover any increase in our costs, in which case we will inform you in writing of the amount of any increase and you may within 7 days cancel the agreement between us if you do not accept the new price.

3.8. The Installation shall remain our property and title to the Installation shall not pass to you until you have paid in cleared funds all sums owing to us in full, both in respect of the Installation and in respect of any other account or debt. Until title in the Installation has passed to you, you shall hold the Installation as bailee for us, keep the Installation separate from other goods in your possession, take all reasonable care of the Installation and keep it in the condition in which it was installed, insure the Installation against loss or damage and in the event of a relevant claim shall hold the proceeds of such insurance on our behalf as our trustees.

3.9. If you have not paid in cleared funds any invoice or account properly raised by us within 30 days of the relevant due date for payment, your right to possession of the Installation or any part of it shall end, and we shall be entitled to terminate this Agreement. You shall, at your expense, make the Installation available to us, and allow us to repossess it or any part of it.

3.10. Until such time as you have paid in cleared funds all sums owing to us, you hereby grant us an irrevocable license to enter at any time any premises where the Installation or any part of it are sited or stored to enable us to repossess or inspect it.

3.11. Risk of damage to or loss of the Installation or any part of it shall pass to you on the Completion Date.

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4. The Installation

- 4.1. The description specification and quality of the Installation shall be as set out in the Scope of Work.
- 4.2. We shall install the Installation in accordance with any Applicable Standards and the Installation will correspond in all material respects with the description set out in the Specification.
- 4.3. We shall be entitled to perform any of our obligations under this Agreement through nominated subcontractors.
- 4.4. Any dates quoted for Installation are approximate only and we shall not be liable to you for any reasonable delay in the Installation. Installation work shall be done during our normal working hours which are Monday to Friday 9.00 am to 5.00 pm excluding public holidays. In the event that it is necessary for us to work outside our normal working hours, either at your request or as a result of your failure to observe your obligations under this Agreement or in the event that a variation or additional work is ordered by you, we shall be entitled to charge a reasonable additional fee in respect of such work and any related expense.
- 4.5. The Installation Price does not include any work, goods or materials which is or are not expressly set out in the Specification. For the avoidance of doubt, redecoration, carpet laying, building or carpentry work or other work relating to the making good of the premises the subject of the Installation is not included.
- 4.6. Any item installed but not to be sold to you shall be identified as such in the Specification and, where relevant, shall be subject of a separate rental and/or maintenance agreement.
- 4.7. When we have completed the installation work, we shall invite you to inspect the Installation and shall ask you to sign a completion statement indicating that the Installation has been completed and that no defects or faults are evident.
- 4.8. Provided that the Installation Price has been paid in full and in clear funds on or before the Completion Date, we warrant that the Installation will be free from material defects in materials and workmanship for a period of 12 months from the Completion Date. This warranty will not apply where faults are caused wholly or in part by (a) your or any other person's misuse or neglect of, or willful damage to, any part of the Installation; (b) failure to comply with any applicable instructions in relation to the Installation, including any instructions on operation, storage or maintenance; (c) any modification to the Installation; (d) damage caused by burglary or attempted burglary; or (e) arising by reason of fair wear and tear. For the avoidance of doubt, any faults arising from equipment not supplied and installed by us will not be covered by this warranty.
- 4.9. Except as expressly set out in this clause 4, we give no other warranty and make no other representations in relation to the Installation and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

5. Maintenance

- 5.1. From acceptance of the maintenance quotation to termination in line with the terms and conditions of this Agreement. The following provisions shall apply:
- 5.1.1. We shall make Preventative Maintenance visit(s) to the address and in the intervals set out in the quotation, to ensure that the system is in a good working order.

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5.1.2. Other than the inspection, testing and adjustment of the Installation, the cost of any Corrective Maintenance or other work identified as necessary during any Preventative Maintenance visit is not included within the Maintenance Contract and we shall be entitled to charge a reasonable fee in respect of any Corrective Maintenance or other work undertaken where our guarantee does not apply.

5.1.3. All materials and parts expended during all Preventative Maintenance visits will be charged separately.

5.1.4. You shall be entitled to use our 24-hour customer helpline and call out service. The helpline number is 01904 360118. We shall be entitled to charge a reasonable fee for each call out and (other than the inspection testing and adjustment of the Installation) for any Corrective Maintenance or other work undertaken where our warranty does not apply or if covered under your service agreement.

5.1.5. Where a comprehensive maintenance agreement is in place, there will be no charge for time or materials in relation to corrective maintenance work, which is a result of wear and tear failure of the Installation or parts required for the operation of the system and part of preventative maintenance. A charge will apply for time and materials where faults are caused wholly or in part by your or any other person's misuse or neglect of any part of the Installation, and/or damage caused by burglary or attempted burglary. Faults arising from equipment not supplied and installed by us will also be chargeable. Any Installation requiring an upgrade or complete new refit due to obsolete parts will be chargeable. Any Installation over 5 years old requiring an upgrade or complete new re-fit will be chargeable. Quote will be supplied for acceptance prior to any chargeable work taking place.

5.1.6. Where a partial comprehensive maintenance agreement is in place, the same applies as 5.1.5 except that materials will be chargeable in all instances.

5.1.7. for a detailed price of our call out charges please contact us on 01904 360118

6. Monitoring

6.1. Where, as identified in the quotation, you have chosen to enter into a monitoring contract, for the period of 12 months immediately following the Completion Date (the Initial Period) and during each subsequent 12 month period thereafter unless and/or until the monitoring contract is terminated in accordance with the terms of this Agreement, we shall, where any appropriate signal is transmitted from the Installation to use our best endeavors to:

6.1.1. Inform by telephone, within a reasonable time, the appropriate Police or Fire Authority or other relevant Authority of any signal so received in accordance with the SSAIB codes of practice applicable from time to time,

6.1.2. Inform by telephone or radio paging service one contact from a list provided by you to us in accordance with the SSAIB codes of practice,

6.1.3. Carry out any reasonable instructions provided in writing by you to us upon receipt of any alarm signal from the Installation where specifically requested in writing to do so by you (such request having been acknowledged and accepted by us in writing).

6.1.4. Inform you, either by telephone or in writing of any faults that are identified by us with the Installation within a reasonable period, but in any event no later than 5 working days after such identification.

6.2. Monitoring services can only be provided if a current maintenance contract is in force and if the installation continues to operate in accordance with the Specification. Our obligations and liabilities in respect of the monitoring contract shall end immediately if your maintenance contract comes to an end or, if you do not notify us of any fault or defect in the Installation or, if you do not allow us to carry out any necessary repairs or, if you do not observe any of your other obligations set out in this Agreement.

6.3. We reserve the right to cancel Monitoring services WITHOUT NOTICE should any invoices related to those services become overdue for payment.

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7. Continuance of Maintenance and Monitoring Contracts

7.1. All maintenance and monitoring contracts you enter into by way of this Agreement shall continue in force for the relevant Initial Period and thereafter shall be renewed for each subsequent period of 12 months unless either we or you give to the other at least 1-month prior written notice that the contract is to end when the Initial Period or the existing 12 month period ends, whichever may be the case.

7.2. Where any maintenance or monitoring contract is in force, at least 1 month before each Initial Period or subsequent 12-month period is due to end, we shall endeavor to contact you, confirming the price which shall be payable by you for the next 12-month period.

7.3. If you do not accept the price, you should give us written notice that the contract is to end after the completion of the existing 12-month period in accordance with clause 7.1 above. Failure to serve notice will result in the entire invoice being payable and the services continuing for the subsequent period.

7.4. Following the Initial Period the price payable for each subsequent 12-month period shall be paid by you in advance.

7.5. You must allow us to take possession of any item installed but not sold to you immediately if any maintenance or monitoring contract ends.

7.6. In the event of you wishing to switch to another maintenance service provider, we will aim to attend your premises within 10 working days and change the control panel code to the default sequence. This will be charged according to the non-contracted callout tariff, part of the Standard Callout Charge Tariff.

8. Liability for Loss or Damage

8.1. The extent of our liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether caused by negligence or misrepresentation) shall be as set out in this clause 8.

8.2. You confirm that the premises which are the subject of the Installation, and any related property are and at all material times shall be separately and adequately insured against theft loss or damage. We do not know and shall not be deemed to know the value or extent of your property or the premises and do not represent or warrant that the Installation may not be neutralized, circumvented or otherwise rendered ineffective by you, intruders or any other unauthorized person and in such event (subject to clause 8.6) we shall not be liable for any direct or indirect loss or damage suffered by you, intruders or other persons.

8.3. Subject to clause 8.6, we shall not be liable and accept no responsibility for unavoidable damage caused, or any unforeseeable loss you may suffer because of the Installation, nor shall we be liable for any loss of any nature which is not caused by our negligence or our breach of the terms of this Agreement.

8.4. Subject to clause 8.6, our total liability shall not exceed the sum of £500,000.

8.5. Subject to clause 8.6, we shall not be liable for consequential, indirect or special losses and shall not be liable for any of the following (whether direct or indirect): loss of profit; loss of revenue; loss or corruption of data; loss or corruption of software or systems; loss or damage to equipment; loss of use; loss of production; loss of contract; loss of commercial opportunity; loss of savings, discount or rebate (whether actual or anticipated); and/or harm to reputation or loss of goodwill.

8.6. Notwithstanding any other provision of this Agreement, our liability shall not be limited in any way in respect of the following: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; and any other losses which cannot be excluded or limited by applicable law.

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9. Your Obligations

- 9.1. You must allow us to carry out installation work during our normal business hours.
- 9.2. Throughout the term of any guarantee relating to the Installation and throughout the term of any maintenance or monitoring contract you agree:
 - 9.2.1. Not allowing any person other than our staff and representatives to test, adjust or reset or interfere with the Installation or any part of the Installation,
 - 9.2.2. To permit us, our staff and representatives (including inspectors from any relevant approvals or regulatory organization) from time to time to have access to the Installation,
 - 9.2.3. Not, without our written consent, to allow any structural alteration to the premises in which the Installation is sited or to allow any other modification which may affect the Installation or any system to which the Installation may be linked.
 - 9.2.4. To notify us as soon as practicable of any defect in the Installation.
- 9.3. Any breach by you of any of the provisions of Clause 9.2 shall entitle us immediately to terminate any relevant maintenance or monitoring contract and shall invalidate any warranty given by us in respect of the Installation.
- 9.4. You are to obtain and to pay for all telephone lines and other telephone apparatus required for monitoring and for any remote signaling and shall obtain any necessary consents permits licenses wayleaves or approvals required for the Installation.
- 9.5. You must let us know of anything which you believe may present a hazard or danger to any person carrying out Installation work or other work before such work is started. You must also make sure that we have clear access to any relevant Installation site and must ensure a supply of mains electricity to the Installation and for the provision of lighting and power tools necessary for installation work. You must also advise us of the location of any concealed water, gas, electricity, telephone or other service wiring or pipes before Installation or other work is commenced.

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10. General

10.1. If any provision set out in this Agreement is held by any competent authority to be illegal, invalid or unenforceable in whole or in part, the legality, validity and enforceability of the other provisions and remainder of the provisions held invalid shall not be affected.

10.2. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement by either party shall prevent any future exercise of it or the exercise of any other right, power or remedy by that party.

10.4. Except as expressly provided for, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Agreement.

10.5. Neither you nor we shall be liable for any breach of our respective obligations under this Agreement where either of us is unable to perform those obligations because of a reason beyond that party's reasonable control.

10.6. These terms and conditions and any dispute arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

10.7. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

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