

# ADT Consumer Agreement

(A Rental Agreement is regulated by the Consumer Credit Act 1974)



ADT Always There®

Enquiry Number \_\_\_\_\_ Sales Consultant's Name \_\_\_\_\_

Title to system: Customer owned  ADT owned

Type of system: NEW  EW  TO  TOE  (tick as appropriate)

This is an agreement between ADT Fire and Security plc and the customer(s) whose name(s) appear(s) below. As detailed in the System Design Proposal, we will install and rent our System and provide our Services under the terms and conditions in this document. Please read all the terms and conditions, in particular conditions 4, 5, 6 and 7 on page 5. This agreement is for a minimum of 36 months.

## CUSTOMER DETAILS

Names	Mr / Mrs / Ms / Miss	Surname	Forename(s)
Invoice Address			
	Postcode	E-Mail	
Telephone Numbers	Home	Work	Mobile

## INITIAL CHARGES

Our charge for selling the System and installing it (or to take over an existing System) You must pay this charge on the start date (see the definition section), but see condition 9.10 on page 6.	will be:	£			including VAT
The charge for connecting redcare, or DualCom GPRS to our Alarm Receiving Centre (see the definition section)	will be:	£			including VAT
Charge payable by you to the Police Authority for the issue of their Unique Reference Number: Please note the Police will not respond to your System until you have paid this sum to them: see also condition 1.6 on page 4.	£			Deposit paid £	including VAT
				Balance due £	including VAT

## THE SERVICE AND TELECOMMUNICATION CHARGES

Monitoring, maintenance and service charge will be: - this charge covers the rental monitoring, maintenance and service of the System; and - it is payable in advance and can vary - see conditions 9.2 and 10.2 on page 5 and 6.	£			a month including VAT
The telecommunication charge will be: - payable if the monitoring of the System is by redcare, redcare GSM, Dualcom GPRS or other secure signalling providers; - it covers the services provided by the third parties; and - it is payable in advance and can vary - see conditions 9.3 and 10.2 on page 6.	£			a month including VAT
Payment method:			DD	INV
			Monthly	
			Quarterly	
			Annually	

## SYSTEM AND SERVICE DETAILS

<b>System Type</b> Intruder Access Control CCTV Personal Attack Other	<b>Home Protection Package</b> Freedom (Model Number:- ) Fusion (Model Number :- )	<b>Monitoring Option</b> Keyholder Police
<b>Signalling Option</b> Digi RedCare Dualcom Other	<b>Monitoring and Service Package</b> ADT Connect ADT Connect-Fire	<b>Service Option</b> Comprehensive Standard

## PAYMENT DETAILS

I/we would like to order/take over a System and agree to pay the charges as indicated above. I/we enclose the Deposit of £ _____ by Cheque or I/we have authorised you to charge this amount to my/our Credit Card / Debit Card (detailed below). I/we enclose the Deposit of £ _____ on the installation day by Cheque Credit Card / Debit Card.	ADT Credit Card Hotline: 0870 609 1763 ENCRYPTED DETAILS OF CARD USED FOR A COMPLETED AUTHORISED PAYMENT First 4 and Last 4 digits of the Card Number Used ADT Card Transaction Authorisation No. Name of ADT Operator
---	--

## AGREEMENT SIGNATURES

1. You have read the whole of this document including the Important Information Section and have checked that all the details are correct. 2. You should only sign this agreement if you are prepared to keep to its legal terms and conditions. 3. The date of your signature will be the date of the agreement. Your Signature - if there is more than one customer, you should both sign.	4. ADT would like to contact you from time to time to tell you about us, our products or other marketing information. Please tick this box if you do not wish to receive such information (please note we do not pass customer details onto third parties). 5. To comply with the latest intruder alarm standards ADT may undertake remote maintenance on your System. Please initial this box if you do not wish us to carry out remote maintenance activities.
Please print name(s)	Date



## KEYHOLDER DETAILS

Please include a Codeword of your choice (UP TO 7 LETTERS)

--	--	--	--	--	--	--	--

This will be used by our Alarm Receiving Centre

**In order to assist the emergency services to locate your property quickly, the following information is required:**

1. Nearest road junction or landmark \_\_\_\_\_
2. The Property is located in a rural/urban area (delete as applicable)
3. Additional Information  
(max 5 words. e.g. large pets. guns etc.) \_\_\_\_\_

Name of the local authority (County Council. District Council or Borough) in which your property is situated.

### KEYHOLDERS AND THEIR DUTIES

Who would we contact to get to your home quickly in case of an emergency?

In order to comply with police policy you are required to provide details of at least 2 people and their home phone numbers to be contacted in an emergency when no one is available at the Premises.

In addition you can include your mobile/work number (see below).

The keyholders must be able to get to the Premises within 20 minutes travelling time and have agreed to hold the keys to your property and be able to operate your security System. They must not reside at the Premises. In the event that an alarm signal is received at the Alarm Receiving Centre and is not cancelled as a false alarm, we will endeavour to notify the relevant emergency services (police/fire brigade) and a keyholder may be requested to attend at the Premises if we cannot get in contact with you.

FOR OFFICE USE ONLY

POLICE

URN

### PLEASE ENTER BELOW DETAILS OF AT LEAST TWO KEYHOLDERS. BUT PREFERABLY MORE

#### Customer details.

*If you would like ADT to contact you in case of an emergency when you can not be contacted at your home.*

**1**

Surname: \_\_\_\_\_  
 Title: \_\_\_\_\_ Initials: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Tel Home: (Not Mobile) \_\_\_\_\_ (Mandatory)  
 Tel Work/Mobile \_\_\_\_\_

**2**

Surname: \_\_\_\_\_  
 Title: \_\_\_\_\_ Initials: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Tel Home: (Not Mobile) \_\_\_\_\_ (Mandatory)  
 Tel Work/Mobile \_\_\_\_\_

**3**

Surname: \_\_\_\_\_  
 Title: \_\_\_\_\_ Initials: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Tel Home: (Not Mobile) \_\_\_\_\_ (Mandatory)  
 Tel Work/Mobile \_\_\_\_\_

**N.B. IF THERE IS ANY CHANGE TO THIS INFORMATION PLEASE NOTIFY US, IN WRITING, WITHIN 48 HOURS TO: ADT Fire & Security plc, PO Box 128, Salford, Manchester M5 2WX**

### Cancellation Form

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE AGREEMENT. You have 7 working days from the date of this agreement, see page 2.)

Sales Consultant Name

To: Customer Care Department – Retention, 1 New York Street, Manchester, M1 4HD

I/We\* hereby give notice that I/we\* wish to cancel agreement number:

Signed

Date

Please PRINT your name and address clearly

Name(s)

Address

City/Town

County

Postcode

\* Delete as appropriate

## DEFINITIONS

When the words listed below appear in this document, they have the following meanings:

<p><b>ADT Connect</b> A monitored home alarm system with keyholder and emergency services response.</p> <p><b>ADT Freedom</b> A range of wireless home protection Systems.</p> <p><b>ADT Fusion</b> A range of home protection Systems with wired and wireless elements.</p> <p><b>Alarm Receiving Centre</b> The place to which signals are transmitted from the System and are monitored.</p> <p><b>CCTV</b> Closed circuit television.</p> <p><b>Emergency Response</b> The procedures the police, fire or another authority carry out when the Alarm Receiving Centre tells them that a confirmed signal has been received from the System.</p> <p><b>Extra Charges</b> The extra charges referred to in conditions 9.4 to 9.8 on page 5.</p> <p><b>Guarantee</b> The one - year guarantee explained in condition 5 on page 5.</p> <p><b>Keyholder</b> 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</p> <p><b>Keyholder response</b> The procedures your keyholders carry out when the Alarm Receiving Centre tells them that a signal has been received from the System.</p> <p><b>Normal working hours</b> 8.30 am to 5 pm, Mondays to Fridays, except public and bank holidays.</p> <p><b>Premises</b> Your home or other buildings, or Premises where the System is installed.</p>	<p><b>Redcare</b> A service of monitoring telephone lines provided by British Telecommunications Plc. It is designed to detect line faults, line cuts or tampering with telephone lines.</p> <p><b>Dualcom GPRS</b> A dual signalling System provided by CSL/Vodafone pic</p> <p><b>Routine Inspection</b> The inspections of the System in each 12 month period from the Start Date which we make at the Premises or remotely. We will decide on the timing of such inspections. Also certain intruder Systems conforming to EN 50131 may be remotely maintained.</p> <p><b>Service</b> The services described below. Your choice of service level is indicated on page 1.</p> <p><b>System Design Proposal</b> The document setting out details of the System. This will include any amendments and instructions we issue to you from time to time.</p> <p><b>Start date</b> 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.</p> <p><b>System</b> All equipment which we install at any time including wiring or which was installed before the date of this agreement and anything we install when we carry out repairs.</p> <p><b>We, our, us</b> ADT Fire and Security pic.</p> <p><b>You</b> You the customer with whom we make this agreement.</p>
--	--

## SERVICE LEVEL

<b>ADT Connect</b>	In an emergency we will endeavour to contact the Police, you and your keyholders
<b>ADT Connect - Fire</b>	In an emergency we will endeavour to contact the Emergency Services (Police and Fire Service), you and your keyholders

**Standard** covers: the Routine Inspections to the System by us during Normal Working Hours. All repairs and work which we do are chargeable.

We will charge you for all other visits by us to the Premises.

**Comprehensive** covers:

- the Routine Inspections 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 9.5 to 9.8 on page 6 applies.

Both the Standard and Comprehensive service levels cover 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

The installation of the System into your Premises does not constitute the provision of insurance to you. 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 not 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 provide you with two separate levels of liability that ADT will accept under its agreement with you, which are set out in condition 7 of the terms and conditions. You should also read Condition 6 on page 5. If you would like to increase either or both of these levels of liability under this agreement, you will need to speak to your ADT representative to make the necessary arrangements. In such an instance we would need to obtain the necessary liability coverage with our own insurers and you will have to pay an extra charge so we can arrange the appropriate insurance to cover us for this extra liability. You may also be required to give us additional information that our insurers may need to put a higher liability level in place.

### Consumer Agreement Terms and Conditions

If the system is not monitored by us the text in italics will not apply.

#### 1 What we do

- 1.1 For new Systems, we will rent and install a System for you. We will be the owner of and retain title to the system at all times while we own the System. Upon reasonable notice to you, we may remove, dispose and/or around the System installed in your premises, without any obligation to repair or redecorate any portion of your premises where parts of the System were installed, and the removed, disablement and/or abandonment of the System shall not be a waiver for our rights to collect any charges owed by you under this agreement.
- 1.2 For Systems which we are taking over and 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, reinstaate or reconnect any parts of the System which are not in full working order.
  - (c) if an initial test is not carried out: we cannot confirm that all parts of the System are in full working order; and 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 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.
  - (e) for the avoidance of doubt, we where we have taken over of an existing System these terms and conditions shall apply, however we will not have title to any Systems previously installed at your premises, this title will remain with you.
- 1.3 We will carry out the Routine Inspections 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 9 and 10.
- 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 police, fire service or other authorities under condition 2.1, we will only provide that part of the Services

which does not need this approval.

#### 2 What you must do

- 2.1 You may need the approval or permission from the police, fire service 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 take apart or remove the System after this agreement has ended. You shall remove any materials, ceiling tiles and other objects obstructing access to the System or any part of it.
  - (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 System Design Proposal 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:
    - because you or others have damaged or not used the System according to the specification or operating instructions;
    - as a result of the connection of the System to any equipment or device not supplied by us; or
    - as a result of the events referred to in condition 7.4(c).
 Paragraph (g) above does not affect our liability under condition 7.
  - (h) Tell us at once:
    - of any defect or fault in the System;
    - if anyone tampers with the System;
    - if any part of the System is damaged or stolen; or

- if the System has been subjected to any unusual operating or environmental conditions.

- (i) Provide a telephone line in your Premises and 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) Insure the System from the time it is delivered to your Premises;
- (l) Keep any CCTV lenses and monitor screens clean and free from dust and grime to enable them to work satisfactorily.

### 3 What you must not do

- 3.1 You must not move or interfere with our equipment or attempt to repair the System or allow others to do so.
- 3.2 You must not transfer or assign any of your rights or obligations under this agreement.
- 3.3 We own the system, therefore you must not part with possession of the System or try to sell it, or do anything which may affect our ownership of the System.

### 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.

### 5 One year guarantee

- 5.1 We guarantee that we will repair faults in the System free of charge within 12 months from the Start Date. 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 any part of the System.
  - (b) Consumable items of all kinds failing. Consumables are items with a finite life such as lamps and batteries.
  - (c) Work carried out by police, fire or other authorities, or by any telecommunications agency or other party.
  - (d) The circumstances referred to in conditions 9.5 to 9.8.

### 6. Our General Liability to you

- 6.1 Unless we are prevented from doing so by an event which is beyond our reasonable control, we will ensure that we will install the System using reasonable care and skill in accordance with all applicable statutory and regulatory requirements for the installation of the System in the United Kingdom and we will try our best to install the System within a reasonable time.
- 6.2 We accept that we must make sure that the System is of satisfactory quality, that it is suitable for the purpose in conditions 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.
- 6.3 The warranties provided to you in condition 6.1 and 6.2 are in addition to your legal rights in relation to instances where the System does not conform with these terms and conditions or where the installation of the System is not carried out with reasonable skill and care or which otherwise do not conform with these terms and conditions.
- 6.4 These terms and conditions apply to any replacement System that we supply to you in the unlikely event that the original System does not conform with these terms and conditions and to any re-performed installation of the System where the original installation did not conform with these terms and conditions.
- 6.5 You must provide us, in sufficient time, with any information and instructions relating to the installation of the System that is or are necessary to enable us to provide to you the System, including the installation of the same, in accordance with these terms and conditions.
- 6.6 In the unlikely event that the System does not conform with these terms and conditions, please let us know as soon as possible after we have installed it. We will at our election either:
  - (a) provide you with a full or partial refund, depending on what is reasonable; or
  - (b) provide you with a replacement System
- 6.7 In the unlikely event that the installation of the System does not conform with these terms and conditions, please let us know as soon as possible after we have carried out the installation. We will at our election either:
  - (a) provide you with a full or partial refund, depending on what is reasonable; or
  - (b) re-perform the installation.
- 6.8 If you have any questions regarding the warranties set out in condition 6 please call us on 0844 800 1999. Alternatively, general advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

### 7. Our Liability to you

- 7.1 Our liability to you in the event that a defect in the System or our negligence directly causes you to suffer loss will be limited to the value of the damage caused to your Premises or its contents up to a maximum amount of £500,000, subject to conditions 7.3, 7.4 and 7.5. For example, if any part of the System that we provide to you is faulty and causes a fire within your Premises which damages your Premises or any of its contents, any claim you may make will be limited under this condition 7.1. Another example would be where one of our engineers negligently installs part of the System by drilling through a water pipe which causes your Premises to flood. In each of these examples, we would be liable to you for up to £500,000 of any damage caused to your Premises and its contents.
- 7.2 Our liability to you in the event that a defect in the System or our negligence indirectly causes you to suffer loss will be limited to the value of the damage caused to your Premises or its contents up to a maximum amount of £50,000, subject to conditions 7.3, 7.4 and 7.5. For example, an indirect cause of loss

could be an instance where a defect in the System means that you are not warned (or where the emergency services are not warned) about a fire or an intruder within the time period you had anticipated. In this case, the damage to your Premises or the theft of any of your belongings will not have been directly caused by us. However, we recognise that the fault in our System has meant that you were not able to take action to seek to minimise the damage caused by the fire or intruder, which may have resulted in you incurring an increased level of damage and/or loss to your Premises and belongings. The reduced limit on our liability to you compared to condition 7.1 as set out in this condition 7.2 reflects the fact that we were not the direct cause of the losses that you suffer.

- 7.3 These terms and conditions, including the limits of liability included in conditions 7.1 and 7.2 above, do not exclude our liability to you in any way for:
  - (a) personal injury or death caused by our negligence;
  - (b) losses arising under Section 2(3) of the Consumer Protection Act 1987 (product liability);
  - (c) fraud or fraudulent misrepresentation; or
  - (d) any matter for which it would be illegal for us to exclude or to attempt to exclude our liability.
- 7.4 We will not be responsible to you for any of the following:
  - (a) Losses in relation to Systems installed at your Premises prior to the date of this agreement arising before the completion of our first Routine Inspection visit to the Premises.
  - (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 are our agents or sub-contractors 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 incorrectly connected or installed to the System.
  - (e) Losses resulting directly 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; or
    - (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 failure to exercise reasonable skill and 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 arising from usage of the System which falls outside of the intended purpose of the System in condition 4.
  - (h) 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. For example, any damage which is caused which does not result from our breach of this agreement or our own negligence.
- 7.5 Please note that in respect of any liability that we may owe to you in accordance with the provisions of conditions 7.1 and 7.2 above, we will not be responsible for indirect losses which happen as a side effect of the main loss or damage and which are not reasonably foreseeable by you or us including, but not limited to:
  - (a) loss of income or revenue;
  - (b) loss of business;
  - (c) loss of profits or contracts;
  - (d) loss of anticipated savings; or
  - (e) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise.
- 7.6 Our responsibility to you will end if the agreement is brought to an end or the Services are suspended under condition 11.

**PLEASE NOTE that as you are a consumer (in other words you have not made this contract as part of a business), the legal rights given to you by statute, which include those accepted by us in condition 6.1, will not be affected and you may have other rights available to you.**

### 8. Our recommendations to you

- 8.1 Due to the purpose of the System in condition 4, the warranties offered to you in conditions 5 and 6, and the limits of our responsibility to you in conditions 6 and 7, you acknowledge that we are not an insurance provider. WE STRONGLY RECOMMEND THAT YOU SHOULD TAKE OUT SEPARATE INSURANCE TO COVER YOUR PREMISES AND THE PERSONS AT AND THE CONTENTS OF YOUR PREMISES. The limits of liability set out in condition 7 reflect the cost of the System to you. If you would like us to increase any of the liability limits included in condition 7, please speak with one of our sales team. Please note that any increase in this limit, will mean that you will have to pay an extra charge so we can arrange the appropriate insurance coverage with our own insurers to cover us for the extra liability.
- 8.2 We recommend that, where it is reasonable and possible for you to do so, 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.
- 8.3 We recommend that you insure the System from the time it is delivered to your Premises.

### 9 What it will cost you

- 9.1 You are responsible for the charges on the front of this agreement. The charges include VAT: if the rate of VAT changes during this agreement, you will be responsible to pay VAT at the new rate.
- 9.2
  - (a) After the first year from the Start Date and in the years following, we can increase the 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.
  - (b) If you do not agree with the increase, you have one month from the date of receiving our request for payment to end the agreement by giving 3 months' notice in writing to us. Until the end of that notice period, you will still have to pay the service charge without the increase and we will continue to provide the Services.

- 9.3 *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.*
- 9.4 You are also responsible for the following Extra Charges:
- Installation and rental charges for connection facilities between the System and the Alarm Receiving Centre.*
  - Taxes, fees, charges or false alarm assessments set by the police, fire or other authority due to the installation or operation of the System. This does not apply if a false alarm assessment arises from faults which are covered by our guarantee in condition 5.
  - Any extra charges or charges for work done by police, fire or other authorities, or by any telecommunications agency or other party.
- 9.5 You must also pay us Extra Charges at our rates for labour and materials current at the time where the following apply:
- Faults are caused by you or any other person, thing or event which we could not reasonably be expected to prevent.
  - The System Design Proposal or service level says that there will be a charge.
  - You have asked us to visit your Premises outside Normal Working Hours, unless this is covered by the service level you have chosen.
  - You ask us to change the System or we need to change it because of changes in your Premises.
  - You break one of the conditions of this agreement.
  - You ask for help from us under the guarantee in condition 5 but the guarantee does not apply.
  - Any replacements, repairs or modifications to the System are needed but are not covered by the guarantee or by the service level, or are needed as a result of a change in a relevant standard or regulation governing the System.
  - You ask us not to carry out tests on any part of the System which involves us in additional work.
  - 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.
  - The System needs inspecting, resetting, reprogramming, repairing or replacing in circumstances where:
    - you, your Keyholder 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;
    - you, or equipment or devices which we have not supplied have caused a false alarm or a failure of the System;
    - 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;
    - rodents, other animals or insects cause damage to or activation of the System;
    - there is a problem on the telephone line or connection;
    - there have been fluctuations or failure in the mains electricity supply or where there has been a corruption or failure of the transmission network;
    - the activation of a circuit breaker affects the power supply to any part of the System; adverse weather conditions cause damage to or activation of the System;
    - full insulation or continuity test of wiring is required.
- 9.6 Unless we agree to do so, the charges do not include any work involving carpet laying, concealing cables, redecorating, replastering, building or carpentry work.
- 9.7 There will be an additional charge if you do not provide full access to the areas where our engineers carry out the Services as a result of which we incur extra time or expense.
- 9.8 Whilst we will make every reasonable effort to work with you or others, any interruptions or delays caused by you or others may result in additional charges.
- 9.9 If this agreement is brought to an end under conditions 9.2(b) or 11, the following will apply:
- You will owe us the charges and any other money due to us but not paid at the end of the agreement;*
  - You will owe any further telecommunication charges charged to us in relation to the System and / or the monitoring of it where we are unable to obtain a refund.
  - If you have already paid us more than the amounts due under (a) and (b), we will refund any overpayment;
  - We may also take further action against you if you have broken this agreement.
- 9.10 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.
- ## 10 Payment
- 10.1 You must pay the installation fee referred to on the front of this agreement in advance of the installation date by cheque or credit card.
- 10.2 You must pay the monitoring, maintenance, service and telecommunication charges monthly in advance by direct debit.
- 10.3 You must pay the Extra Charges within 14 days of the date of our invoice or our request for payment.
- 10.4 You must pay all other amounts within 30 days of the date of our invoice or our request for payment.
- 10.5 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 for the time being of Barclays Bank plc
- 10.6 We do not accept post-dated cheques.
- 10.7 Unless this agreement is brought to an end under condition 9.2 (b) or 11.3 if you cancel this agreement before the end of the Minimum Term you will owe us, as a reasonable estimate of our loss, an amount equal to the service charge which would be due for the remainder of the Minimum Term, less 20%. This is because we do not have to monitor and inspect the System and because we are being paid earlier than expected.
- ## 11 Ending or suspending the agreement
- 11.1 We may end this agreement by giving you at least 3 months' notice in writing, the notice must not expire before the third anniversary of the Start Date.
- 11.2 You may end this agreement by giving us at least 3 months notice in writing, the notice must not expire before the third anniversary of the Start Date.
- 11.3 You or we may end this agreement immediately:
- if the Alarm Receiving Centre or the System are destroyed or so badly damaged that we cannot reasonably continue to provide the Services;
  - if 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.
  - if within three months of you being transferred to us from another provider, but only if such transfer is part of a transfer of multiple agreements.
- 11.4 We may either end this agreement or suspend the agreement for a period we consider appropriate if any of the following apply:
- You fail to make payment under condition 10.
  - You commit a serious breach of this agreement, or one which has serious consequences.
  - 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.
  - If you die, become bankrupt, enter into any kind of arrangement or settlement with your creditors or if a receiving order or administration order is made against you.
  - If any legal proceedings are taken against the System or your Premises or any part of the Premises.
  - 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.
  - 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.
  - 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.
  - 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.
- 11.5 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.
- 11.6 If the agreement ends, we will stop providing our Services. We may remove our equipment or any part of it from your Premises. We may also disconnect the System to prevent signals being transmitted to the Alarm Receiving Centre.
- ## 12 General
- 12.1 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.
- 12.2 If you have made this agreement together with someone else, you are liable both jointly and individually to us.
- 12.3 Data Protection Act 1998. We may pass on the information you have given to us under this agreement to any police, fire or other authority and, except for security details, to any credit reference, debt collection or public telecommunications agency.
- 12.4 This agreement is governed by the laws of England and Wales.
- 12.5 We intend that all conditions of this agreement are in this document and the System Design Proposal.
- 12.6 *We reserve the right to programme the System to signal to the Alarm Receiving Centre using a premium rate telephone number. As at 31st July 2009 when calling from a standard BT phone line 0871 numbers will be charged at 10p per minute with per second billing plus a connection charge of 8p. These prices include VAT. BT prices may vary from time to time and other telecoms service providers' rates may be different.*
- 12.7 All drawings, illustrations, literature, technical data sheets and the like which accompany our System Design Proposal 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.
- 12.8 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.
- 12.9 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 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.
- 12.10 Each condition and each separate sub-condition of these terms shall be treated as a separate provision. If any court or other authority finds that any of these conditions or any sub-condition is unenforceable, illegal or invalid, that condition or sub-condition will be deleted from these terms. For the avoidance of doubt, the deletion of any such condition, including without limitation, any sub-condition included in condition 7, will not affect the remainder of these terms and conditions.
- 12.11 Please note this is not a hire purchase agreement.
- IMPORTANT - READ CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS**

The Consumer Credit Act 1974 covers the rental part of this agreement and lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement against you without getting a court order.

If you rent the System as a consumer under the Consumer Credit Act 1974 and you pay less than £1,500 per year to us, then you will have an additional right to end this Agreement after a minimum of 18 months from the Start Date upon giving one month's written notice to us.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.