

---

#### Warranty Period

- First year parts and labour warranty on any newly installed equipment.
- The first year is calculated from the date of installation.

#### Warranty Exclusions

- Wear and tear of parts.
- Rechargeable back up batteries.
- Radio controlled handsets.
- 230V supplies or their failure to provide a service to the equipment.
- Replacement equipment unless under manufacturer's warranty.
- Failed visits and last-minute cancellations.
- The hire of any specialist equipment required for height, or erection of such equipment etc.
- Accidental or deliberate damage to the system by persons or vehicles.

#### Additional Charges

Should any other call outs be required outside of what is covered within the first years warranty the following charges will apply:

**Please Note:**

**If onsite parking is unavailable or within the Congestion Zone, these will be charged in addition to the above rates.**

**Any additional or replacement parts and or equipment required will be charged for approval, prior to ordering.**



---

## Survey Conditions

This specification has been prepared before decorating or building alterations have taken place and is designed for the building / property as seen when surveyed, a charge may be incurred for any additional works that arising from alterations found at the time of installation.

## General Information

- Paragon Security Solutions LTD installs and operates Monday to Friday 09:00 – 17:00.
- Works can be arranged outside of the above hours or any time over the weekend or bank holidays, please contact us to provide our out of hours rates.
- We aim to respond to queries and faults within 24 hours, this excludes any equipment requiring replacement.
- We offer full and extensive user training on all our installed services, leaving you in absolute control. We will leave you with the literature and/or user manuals to aid the instruction of new users to your Security System, correct knowledge and use of a system will ensure that your protection by such is not compromised.
- Rest Assured, we are always just a call away to help you with any questions.

## Please Note

- The client is responsible for the removal of building materials, furniture or any obstructions that may impede Paragon Security Solutions LTD engineers during the 1st and 2nd fix test and commission periods of the works.
- All power supplies for equipment to be provided by others ready for agreed install date, unless previously agreed with Paragon Security Solutions LTD to have installed.
- Any third partied data infrastructure or equipment that needs additional configuration (port forwarding, etc.) will be completed by others, unless previously agreed with Paragon Security Solutions LTD to have installed.
- Remote Access, it is the client's responsibility to provide a broad band connection to our Security System if remote access is required, please consult your I.T company who will be able to provide this service, unless previously agreed with Paragon Security Solutions LTD to have installed. This unit must be fitted within ½ meter from our control equipment and be available and operational prior to our installation date.
- Decorating, it is the client's responsibility to carry out any making good or decorating. WE do, however, pride ourselves on maintaining the standards of your property from survey to completion of your security system installation.
- Data Protection, your attention is drawn to compliance with the CCTV data protection legislation (Data protection Act 1998). The Act applies to commercial and public CCTV systems only, and is enforceable where a CCTV system obtains, records, or stores personal data in the form of video images.



- 
- Your CCTV system may need to be registered by notifying the Information Commissioner at [www.informationcommissioner.gov.uk](http://www.informationcommissioner.gov.uk) or telephone 01625 545740. The notification period is one year.
  - Warning signs must be displayed to show that CCTV cameras are recording, stating the purpose of the system, and including details of who manages the system and contact details.
  - For more information, contact the information commissioner at:
    - [www.informationcommissioner.gov.uk](http://www.informationcommissioner.gov.uk) or telephone 01625 545740.
  - Management of the System / Reporting Media, IT is the client's / end user's management team / operations manager or nominated person's responsibility to manage the CCTV system, retain recording of specific events (within the guidelines of the data protection act) set time profiles/ groups ETC.

### Payment

- The price for the Security System installation, together with the Services for the first year, is payable on completion of the Security System where upon the handover, user instructions and any documentation will be handed over in exchange.
- Paragon Security Solutions Ltd Limited reserves the right to discontinue Services if any invoice are outstanding for payment .
- Our terms and conditions stipulate that the system and any insurance approval / system compliance certificates will not be handed over until payment has been received in full and final settlement, this applies to any codes, passwords, fobs and keys to the systems and its devices.  
Please Note: The whole system remains the property of the Company: Paragon Security Solutions Ltd until payment is received in full.
- Payment cannot be withheld due to factors outside of Paragon Security Solutions Ltd and is expected to be received at an agreed time from the date of invoice and raised on customer sign off, of installation.

NO Third-Party contractor delay voids the above.



---

## TERMS & CONDITIONS

### Retention of title and termination/cancellation

1. The Customer agrees that the equipment set out in the Security System specification and numbered along with all auxiliary wiring will remain the property of the Company until all charges invoiced by the Company have been paid for in full by the Customer including for the Services.
2. In the event that any sums remain payable to the Company by the Customer (including any connection charge or line rental payable to third parties such as British Telecom or any other telephone authority) after fourteen days of being invoiced the Company shall be entitled by notice in writing to the Customer to, with immediate effect, terminate its engagement and to remove any equipment and materials belonging to the Company pursuant to paragraph 1 or otherwise from the Premises. To this end:
  - The Customer hereby undertakes to grant the Company forthwith after receipt of such notice full and free access to the Premises for the purpose of removing such equipment and materials;
  - Such termination shall be without prejudice to any other right or remedy which the Company shall have against the Subscriber; and
  - The Customer agrees to pay all Maintenance Agreement fees in advance to the Company.
3. The Customer agrees that, in the event of cancellation of a Maintenance Agreement, the full annual charge for the Services will remain payable to the Company if the Customer has failed to submit due notice of 4 weeks written cancellation of the said contract.
4. Without prejudice to any other right of the Company hereunder:
  - A. The Company shall be entitled to terminate this Agreement by notice in writing to the Customer immediately upon the happening of any one or more of the following events:
    - If the Customer shall commit a breach of any of the terms or conditions of this Agreement; or
    - If the Customer becomes bankrupt or being a limited company enters into liquidation (other than for the purposes of amalgamation or reconstruction) or receivership or enters into any composition or arrangement with his or its creditors or suffer any similar action in consequence of debt or if any such bankruptcy or winding-up petition is presented.



B. In the event that the Customer repudiates this agreement, or the Company shall terminate this agreement and the Customer shall forthwith pay to the Company:

- All maintenance charges and other sums then accrued due; and
- The full amount of maintenance charges payable for a period up to the earliest date upon which the Customer could have terminated this Agreement by due notice to the Company pursuant to clause 9.

#### The Maintenance Agreement and Emergencies

5. The Company will, subject to the provisions of the Maintenance Agreement, test, service and maintain the Security System in good working order throughout the Maintenance Agreement contract period by means of visits to the Premises from time to time at the discretion of the Company but subject to a maximum of two times per year, unless otherwise instructed. The Warranty Exclusions above are repeated here.
6. Such maintenance and inspection to be carried out during normal working hours, being Monday to Friday between 9:00am and 5:00pm as set out in the General Information above and for the purpose thereof the Customer shall allow the Company, its agents, servants and employees unfettered access to the Premises on any working day excluding Saturdays and Sundays.
7. In the event that attendance by the Company at the Premises shall be required urgently and outside above stipulated normal business hours the Company shall be entitled to make such additional charge as it deems appropriate. The Call Out Charges set out in Additional Charges above shall apply and be reviewed, resulting in possibly increases, on a yearly basis in accordance with paragraph 8 below.
8. The said yearly Maintenance Agreement charge for Services is based upon current rates of wages payable to the Company's staff, costs of materials and employer's National Insurance contributions and other outgoings and overheads at the date of this Agreement and the Company expressly reserves the right to review, every December and increase, with effect from the following January, such Maintenance Agreement charge for Services by such amount as the Company in its sole discretion deems necessary to adequately compensate the Company for any increase in such wages, costs, outgoings and overheads.
9. The engagement by the Customer of the Company for Services shall continue for a period of one year commencing on the date of this Agreement and thereafter shall be renewed on a rolling yearly basis unless and until either party hereto shall give to the other one month's prior notice in writing to terminate the Maintenance Agreement at the end of the initial one year or subsequently yearly period. In such cases, where one month's notice of termination is validly given, after the initial one year maintenance period, the Customer shall pay pro-rata for the Services rendered by the Company to the end of the quarter of termination unless the reason for the termination is that the Customer is in persistent material breach of this agreement in which case the full year's Maintenance Agreement charge for Services will remain payable by the Customer.



10. The Maintenance Agreement charge for Services payable by the Customer to the Company includes, for non-wired alarm systems only, the costs of batteries for PIR's, door contacts, smoke detectors, keypads, remotes and sirens. It excludes the price of alarm panel batteries for all systems.
11. The Customer will be responsible for the cost of any replacement parts, electronic items or parts thereof, wires, conduits, terminals, switches, contacts or any other items which may from time to time be required for proper functioning of the Security System and which have been damaged as a result of misuse or negligence by the Customer or any person (other than a member of the Company) present at any time at the Premises with the agreement or by the license of the Customer.

#### Redecoration and Reinstatement and Limitation on Liability

12. The Company shall not be liable for the costs of any redecoration or reinstatement required as a result of the installation, maintenance, extensions, testing or inspection of the Security System or provision of Services or any part thereof unless occasioned as a result of the negligence, act or default of any agent, servant or employee of the Company acting under the Company's control nor for the cost of relaying any carpets or other floor coverings or floor surfaces removed for its installation, maintenance or inspection purposes.
13. The Company's liability to the Customer for loss or damage of any nature whatsoever apart from death or personal injury, the aggregate liability of the installer and its staff for any breach of contract, breach of statutory duty or negligence arising out of this contract, or presence at the customers' premises shall be strictly capped at the cost of the Security System as set out in the Quotation above.
14. The Warranty Exclusions above are again repeated here.
15. The Company shall, in no circumstances, be liable for:
  - Loss of profits
  - Loss of sales or business
  - Loss of agreements or contracts
  - Loss of anticipated savings
  - Loss of use or corruption of software, data or information
  - Loss of or damage to goodwill; or
  - Indirect or consequential loss.
16. The Customer shall notify the Company of any claim by it against the Company within 30 days of the occurrence giving grounds for such claims. Although the installation is designed to the best of the Company's skill and knowledge to reduce the risks of loss or damage or to deter intruders (as the case maybe) the Company does not represent or warrant that the installation may not be neutralized, circumvented, or otherwise rendered ineffective by the Customer, intruders or other unauthorised persons, and in such an event, it shall not be liable for direct or indirect loss or damage suffered by the Customer, intruders or other unauthorised persons.



17. The Company assumes no liability for delays in installation of equipment or the Security System or for delays or interruptions of the Service, under this Agreement due to:
- acts of God, flood, drought, earthquake or other natural disaster;
  - epidemic or pandemic;
  - terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - nuclear, chemical or biological contamination or sonic boom;
  - any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
  - collapse of buildings, fire, explosion or accident;
  - any labour or trade dispute, strikes, industrial action or lockouts [(other than in each case by the party seeking to rely on this clause, or companies in the same group as that party)];
  - non-performance by suppliers or subcontractors; and
  - interruption or failure of utility service.

or any other cause beyond the control of the Company and will not be required to supply Services to the Customer under this Agreement while interruption of service due to any such cause shall continue. In the event of any such interruption continuing for a period of more than 6 months the Customer may by notice in writing terminate this agreement (unless the interruption is attributable to failure or breakdown of lines or equipment of the Customer or of others not installed by the Company in which case the Customer will be bound to the term of this agreement).

#### Customer Obligations

18. During the installation of the Security System, and for so long as there is a Maintenance Agreement in place between the Customer and the Company, the Customer shall, at its own cost:
- Ensure the provision of all supplies of light, hot water, electric, welfare facilities (including a toilet) and other power and all other facilities which shall be required by the Company for the performance of its obligations hereunder and for the proper operation of the System.
  - Comply with the Survey Conditions set out above.
  - Obtain and pay for all consents and permissions necessary for the installation, operation and maintenance of the Security System.



- Not adjust, modify, tamper with, remove or interfere in any way whatsoever with the Security System nor allow or permit any third party to have access thereto whether for purposes of inspection, testing, adjustment, alteration or modification purposes or otherwise.
- Use and operate the Security System with all reasonable care and attention.
- To test Security System batteries once per month and to change the alarm codes and any other Security Systems access codes or passwords every time someone leaves its organisation or under analogous circumstances (or household in the case of a residential customer) and to require key fobs etc to be handed in and updated in such circumstances. If the Company is required to assist with this then additional charges will apply.
- Pay to the Company such additional charges as shall be requested from the Customer in respect of any alteration, replacement or extension of the Security System including any increase which a move to other premises or the extension, variation, alteration, demolition, rebuilding or variation to the Premises shall require and to be responsible for the installation of any British Telecom equipment.
- Immediately notify the Company by telephone (and within 24 hours confirm in writing) particulars of any malfunction or fault which shall develop in the Security System or any repairs which shall become necessary for the satisfactory operation thereof. The Warranty Exclusions above are repeated here.
- Immediately notify the Company by telephone (and within 24 hours confirm in writing) in relation to ultra-sonic UHF, microwave and other space alarms, of any alteration which could affect the performance of the Security System including particulars of any such alteration, demolition, rebuilding or variation to the structure, layout, fittings in or user of the Premises. The Customer shall be liable to the Company for any costs arising in modifying the Security System as a result of any such alterations and for the attendance of an engineer to check the area protected by the Security System. The Warranty Exclusions above are again repeated here.
- Be responsible for the cost of emergency police calls to the Premises as a result of the ringing of any alarm bell or the giving of any alarm signal howsoever caused shall at all times until Security System is removed or recovered by the Company and to keep the same insured against loss or damage by fire, explosion, impact, flood, theft or other risks usually insured against in a sum not less than the aggregate of the cost of Security System and three times the annual Maintenance Agreement charge and will notify its insurers of the Company's interest in the same and will if so required produce to the Company the policy and the receipt for the last of any premium paid in respect thereof. All monies received under such insurance shall be paid to the Company.
- Be responsible for charges levied by police forces for the issue of URN numbers for the Security System.



---

#### Third Party Agreements and Line Hire

19. The Customer will observe any agreement with British Telecom or any regulations or by-laws thereof or with any other telephone authorities in relation to the hire of a line and equipment for connecting the Security System to telephone apparatus.
20. In no circumstances shall British Telecom or any other said telephone authority be deemed to be the agent of the Company, or vice versa, and the Company shall be under no liability for delay in maintenance or inspection caused by or attributed to the said telephone authority.
21. The Maintenance Agreement charges shall not include any line rental charged by British Telecom or any other telephone. The Customer shall discharge such line rental charges personally. In the event that the Company renders an invoice to the Customer in respect of such line rental the Company shall be entitled to charge in addition to any other sums due pursuant to this Agreement a sum equivalent to ten per cent (10%) (including VAT) of the amount payable as an administrative fee.

#### Alarms

22. In the case of an alarm connected to the Company's central station the Customer shall notify the Company in writing immediately after the signature hereof of the hours and days during which the Premises are or will be closed and of any and every alteration thereto.
23. Unless prior notice in writing shall be given to the Company of any such alteration the Company shall be entitled to assume that any interference with or setting into operation of the alarm during such hours is unauthorised and to notify such police or other authorities or to take such other reasonable steps as the Company shall determine.
24. The Customer shall be solely responsible for any charges incurred through any failure to comply with these paragraphs 22 and 23.

#### Boilerplate

25. No variation of any term or condition or addition thereto shall have effect unless expressly confirmed by the Company in writing.
26. Any notice to be given by the Company shall be in writing and shall be either sent electronically by email, delivered personally or sent by first-class pre-paid registered or recorded delivery post and if delivered personally, shall take effect upon delivery and if sent by post it shall take effect twenty-four hours after posting.
27. The Customer shall obtain and pay for all necessary way leaves, licenses, permits, consents (including Landlord and Party Wall consents) or approvals required by statute, by- law, regulations or common law for the installation or operation of the system or for any works ancillary to such installation or operation and any charges made by police or local authority on the Company.



28. The Company may accept instruction from any director, employee, sub-contractor or agent in respect of approving the Quotation for the Security System or Maintenance Agreement.

#### Data Protection

29. The Customer will comply with the Data Protection Act 2018 including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as defined in the Data Protection Act 2018 and how the Customer deals with all personal data will be subject to all the legal safeguards specified in the UK GDPR.
30. In particular, the Customer's obligations set out under Please Note above pertaining to CCTV and notice requirements are repeated here. The Company expects that the Customer has in place a fully compliant privacy policy and the Company will not be liable for any breaches by the Customer of the Data Protection Act 2018.
31. Paragon Security Solutions LTD do NOT hold your data in any public domain. Your privacy is paramount to us!

