

## STANDARD TERMS AND CONDITIONS OF BUSINESS

### Electrical Connections

1. If the condition of the existing electrical system falls below current IEE Regulations, Triple Star Fire & Security Limited will not commission the System until such electrical rectification has been undertaken at the Customer's expense.
2. At the discretion of Triple Star Fire & Security Limited an additional charge may be made to connect and commission the System to the revised wiring. Payment in full will be required under these circumstances prior to final effective commissioning of the System.
3. The Company shall not be liable in respect of any loss or damage sustained by the client arising from fire, burglary, theft, robbery, breaking and entering, malicious damage, riot or commotion or any other unauthorised entry where the same is due to the failure of the system to function or to function correctly or to any inadequacy in the design, installation or construction of the system howsoever caused.
4. Not to permit anyone other than Triple Star Fire & Security Limited to test, adjust or reset or interfere with the installation or any part thereof. In the event of a breach of this provision, Triple Star Fire & Security Limited shall be entitled to terminate the Maintenance Contract forthwith upon its discovery.

### Triple Star Fire & Security Limited Obligations

1. To permit Triple Star Fire & Security Limited staff and agents (and inspectors representing any approvals or regulatory organisation which Triple Star Fire & Security Limited is for the time being recognised) to have access to the Customer's premises at all reasonable times.
  - a. Acceptance of the Quotation includes acceptance of the following terms and conditions as well as any which may have been added in the system design proposal, which may specifically override these Terms and Conditions of trading and will take precedence if necessary for purposes of interpretation. However, nothing that is stated or implied in these Terms and Conditions shall detract from the consumer's statutory rights. Any alterations to any of the conditions can only be valid if made in writing and agreed by both parties. Unless specifically accepted by Triple Star Fire & Security Limited in writing, all other terms and conditions not contained in or implied by the Contract are excluded.
  - b. The security grade and option quoted is for the premises of a lesser risk than that deemed by the company's risk assessment carried out by our security surveyor at the point of survey.
2. The Customer understands that in the event of a risk assessment is carried out by a third party or by the company at a later date, or in the event that an insurance company requires a higher grade and option of intruder and hold up system, the company would not be liable for any costs incurred to carry out such remedial or upgrade work.
3. The combined Quotation/Sale and Maintenance Contract document relates only to the Installation described in the system design proposal, which is the subject of that document and the maintenance provisions shall only apply if agreed by the Customer and Triple Star Fire & Security Limited, (herein after called the Company, which expression shall include their successors and assigns).
4. Installing work is to be carried out during working hours, i.e. Monday to Friday 8.00 am to 4.00 pm (Statutory holidays excepted). Any extension of such

- hours or period directly or indirectly caused by the Customer shall entitle Triple Star Fire & Security Limited to charge any reasonable extra costs resulting.
5. The Company shall be entitled to make such additional charge to the Customer arising as a result of any interruption to the work involved in the installation due to any instruction or request by the Customer.
6. Variations or additions requested or ordered by the Customer shall be charged at the current labour rate and equipment costs applicable at the time of such works undertaken. The variations/additions are those deemed to fall outside the signed agreement overleaf.
7. The quotation is based upon costs ruling at the date thereof, it is valid for thirty days after this, in the event of any increase in the costs of labour and/or materials, it is agreed that such increase shall be borne by the Customer. If, however, the quotation is accepted within thirty days it will be regarded as a firm quotation and not subject to any increase (provided the installation is completed within six months and paid for by the customer).
8. Unless otherwise specifically agreed in writing, the quotation price does not include any extraneous work such as site accommodation, welfare facilities / storage, fire stopping / barriers, making good, reinstatement, building/carpentry work or wall chasing for the concealment of cables and cutting device apertures in the ceiling.
9. The quotation includes the normal lifting and laying back of carpets (other than carpets which are stuck down or stapled). Any other work connected with any carpeting of other floor covering, including (but without limiting the generality thereof) stretching onto concealed fixings, stapling, gluing, heat bonding, sewing or cutting around pipes shall be the responsibility of the Customers.
10. The quotation does not include for any work or scaffolding or specialised safe access equipment for working above 2.5m. Any additional cost arising in respect of any such work or scaffolding shall be an additional charge to the Customer.
11. The quotation does not include for the removal of asbestos materials. Should there be any asbestos materials found to be present upon installation, and installation of the cables may disturb the asbestos, the Company reserves the right to install cables in an alternative position or the Client makes necessary arrangements to have the asbestos 'made safe' or removed.
12. Start dates are given in good faith, the Company accept no liability for any monies lost or costs incurred by the Customer as a result of variations in starting dates for the installation.
13. Unrestricted access to the premises or to any building or land necessary for all work on the installation to be undertaken shall be provided and/or obtained by the Customer. The Customer shall obtain and pay for all necessary permits or approvals required.
14. The Client/Customer agrees to pay all cost associated to installation, maintenance and faults associated with any telecommunication provider up to the point of connection to the company's communication equipment. This includes connection of all types of communication network including computer networks and connections to the Internet.
15. The Customer also agrees to pay for all charges made by the company in relation to call-outs, labour

- and materials to repair/diagnose faults caused by such third party networks or equipment.
16. It is the customer's responsibility to notify the company of any changes to such networks and pay for any upgrade work to render the system compatible with the new network.
  17. The customer agrees to pay all call charges made by the system or by our engineers in execution of their duties.
  18. All roof spaces in which any work in connection with the installation has to be carried out shall be cleared by the Customer of all stored materials and all parts thereof be made readily accessible.
  19. The Customer shall reimburse the Company the cost of any additional work involved in replacing or reinstating any part of the installation damaged or destroyed through no fault of the Company.
  20. **Completion**  
Triple Star Fire & Security Limited will use its best endeavours to effect completion of the installation by the agreed date but it cannot be held liable or any loss, damage or consequential loss resulting from delay or non-delivery due to causes beyond its control.
  21. **Guarantees**  
All new equipment shall be guaranteed for one year from the date of installation for free replacement of parts and labour provided that no fault has arisen from any person, animal, fire, flood, tempest or chemicals, or which necessitates the renewal of any wiring unless otherwise agreed. A charge will be made at current rates for emergency calls.
  22. **Terms of Payment**  
Unless otherwise agreed, the Customer shall pay the specified deposit on acceptance of the Quotation and shall pay the outstanding balance of the Quotation Price on completion, prior to handover of the keys or key-pad combination code to the Customer. The installation shall remain the property of Triple Star Fire & Security Limited until all sums due by virtue of this paragraph have been received by Triple Star Fire & Security Limited, but the Customer shall at all times be responsible for the loss of and damage to the installation.
  23. The Customer shall pay the specified annual maintenance price including any monitoring charges annually in advance and pay any additional charges within 30 days of our invoice date. Failure to do so, may result in additional charges being applied as set out Late Payment of Commercial Debt Regulation 2013.
  24. **V.A.T.**  
The amount of VAT included in the contract price shall be subject to variation in the event that any change in the VAT rate, occurs after the date of the order. Any additional amount of VAT so charged shall be payable at the same time the balance is due and payable. The quoted price is only valid under these payment terms; on late payment at any stage, interest will be charged at the rate of 2% compound per month or part of a month. In the event that a minor part of the installation cannot be completed at the time of installation the balance for the installation is still due within seven days after commissioning of the installation less such reasonable amount as determined by the Company shall be paid within seven days after the completion of the said minor part of the installation.
  25. Although the System is designed to reduce the risks of loss and/or damage, the Company does not represent or warrant that the system may not be neutralised, circumvented or otherwise rendered ineffective by intruders or other unauthorised persons and in such event no liability shall attach to the Company in respect of any loss, damage or consequential loss sustained by the Customer howsoever caused.
  26. The Company has made no allowance to obtain any statutory or local authority approval or costs associated with any additional requirements of such approval.
  27. We have made no allowance for covering all areas surrounding specific works with dust sheets and for cleaning up after works.
  28. As the specialist contractor we will under-take duty of care to notify the client of any non-compliance issue found during the installation (by others) / commissioning works such as device incorrect placement.
  29. As the specialist contractor we will undertake duty of care to notify the client of any non-compliance issues found during the upgrade such as Ceiling voids greater than 800mm etc. If any design issues are identified, we will report findings directly to the client and we will await instruction before we proceed.
  30. Should additional notification devices be required to achieve compliance following system dB level tests, then additional charges will apply.
  31. We will not be responsible for any interconnection of plant or ancillary devices to the fire alarm interface units. It will be the customer's responsibility to ensure that any interconnections are carried out in conjunction with the on-site maintenance Engineers or suitably qualified personnel. We have made no allowance in this submittal for any costs associated with the provision of these services.
  32. We have made no allowance for the provision of extended warranties, performance bonds, retention or main contractor discounts.
- Customer Obligations**
1. The customer agrees to pay in addition to the Quotation Price and the Maintenance Contract Price (if any) for the cost of any works from time to time required to upgrade the Installation to a state which complies with the relevant Applicable Standards including Police and/or Local Authority requirements.
  2. To pay for all necessary repairs and replacements to the installation unless these are covered by guarantees or extended guarantees.
  3. To notify Triple Star Fire & Security Limited of any proposed structural alteration to the premises or any modification or applications which may affect the existing installation or system to which it may be linked. Any extension to or alteration of the installation which may thereby become necessary shall be carried out by Triple Star Fire & Security Limited at the additional expense of the Customer.
  4. To notify Triple Star Fire & Security Limited immediately following the appearance of any defect in the installation and permit Triple Star Fire & Security Limited to take such steps as it thinks fit to remedy such defect.
  5. To ensure that the external alarm sounder does not cause a nuisance in contravention of any noise pollution regulation. Arrangements must include an automatic device limiting External Sounder activation to fifteen minutes and for two Key holders to be available to attend the protected premises within twenty minutes (current legislation includes London Local Authorities Act 1991, Environment Protection Act 1990, Control of Pollution Act 1974, Scotland Noise and Statutory Nuisance Act 1993).
  6. The Customer undertakes to pay any charges levied by the Local Police Authority and/or Fire and Rescue Service either directly or indirectly charged.

7. It is assumed the Customer/Client will check the design proposal produced by Triple Star Fire & Security Limited complies with the current Insurance Company requirements.
  8. The Customer is solely responsible for any requisite "upgrades" to the Customer's Data Protection Act compliance measures which may result from the installation and/or maintenance of the system.
    - a. In consideration of the Quotation Price, specified and paid by the Customer, Triple Star Fire & Security Limited undertakes to install the installation in accordance with the Applicable Standards adopted by the approvals or regulatory organisation by which Triple Star Fire & Security Limited is for the time being recognised, to the best of its ability and that such equipment used in the installation shall be fit for the purpose intended. In doing so, Triple Star Fire & Security Limited relies on the information supplied by the customer, during the initial Security Risk Survey being an accurate representation of the security risks in and around the customer's premises at that time.
    - b. When the Contract document provides for maintenance service, Triple Star Fire & Security Limited agrees, subject to reasonable access to the site and installation being available, periodically to inspect, test and adjust the installation and to carry out all necessary maintenance document in accordance with the Applicable Standards during normal weekday working hours (except where otherwise stated), i.e. Monday to Friday 8.00am to 4.00pm, upon giving reasonable notice to the Customer of any visit to this purpose. Additional services such as various monitoring services and key holding shall also be supplied on a 24-hour basis if included within the Maintenance Contract Price and accepted by the Customer.
  9. The Contract will be effective and binding from the date of the signatures by both parties and will remain in force for a period of one year. The Contract shall continue for further one year periods. (Subject to clause 10).
  10. The Customer may terminate the Maintenance/Service Contract by giving not less than three months' notice in writing prior to the expiry of any Contract period. If such notice is not received, then the Contract will remain in force for the following twelve-month period. If the Contract is terminated, Triple Star Fire & Security Limited or its agents shall have the right to enter the Customer's premises to remove any equipment belonging to the installer if applicable and subject to reasonable disturbance only, shall not be liable for any loss or damage (except by our negligence) occasioned thereby.
  11. The Company reserves the right to withdraw at its sole discretion all services and maintenance to the system and where applicable to cancel any service in connection with the Alarm Receiving Station or other business involving expense to the Company. Should any property charged debt not be paid to the Company, such services will be resumed at the discretion of the Company on receipt of payment together with any costs incurred in reinstating any cancelled service or order.
  12. Any failure by Triple Star Fire & Security Limited to perform any of its obligations by reason of any cause beyond the control of Triple Star Fire & Security Limited shall be deemed not to be a breach of this Contract.
  13. This Contract is subject to the Laws of England and Wales and the parties shall submit to the jurisdiction of the Courts thereof.
  14. Any "personal data/sensitive personal data" (as defined by the Data Protection Act 1998) collected and/or processed by Triple Star Fire & Security Limited as part of the contracted services, are processed in accordance with the legislation and the Company Data Protection Policy. Further details are available upon request.
  15. The Customer agrees that social, digital and printed media is critical to our future success and allows us to more easily connect with others to find useful information, newsworthy content, and to get our achievements to both new and existing audiences.
    - a. We therefore reserve the right to responsibly distribute information on the project(s) we are actively involved in using the various forms of media available to us.
  16. In the event of intruders being observed and recorded on the CCTV System the tapes or discs should be immediately removed to a secure place. It has been known for intruders to return and steal the evidence.
- Unscheduled Visit Charges & Labour Rates
1. Our fire and security engineers are available 24 hours a day, 7 days a week, 365 days a year for telephone support and then emergency unscheduled site attendance.
  2. Our engineers' site attendance will depend on the maintenance package that you are on.
  3. Our engineers site attendance out of hours is only available where a maintenance contract is in place for the equipment/system in question.
  4. Where your maintenance package does not include unscheduled site visits additional charges will apply as detailed on page 4 of this document.

**Contract Customers  
Unscheduled Visit Charges & Labour Rates**

Normal Hours [Monday to Friday 08:00 through to 17:00]  
Site attendance and up to the first 60 minutes on site is charge at £183.75 plus VAT and then £52.50 plus VAT per full/part hour per engineer.

Outside Normal Hours [Monday to Friday 17:00 through to 08:00]  
Site attendance and up to the first 60 minutes on site is charge at £210.00 plus VAT and then £78.75 plus VAT per full/part hour per engineer.

Saturday Hours [Saturdays 00:01 through to 23:59]  
Site attendance and up to the first 60 minutes on site is charge at £210.00 plus VAT and then £78.75 plus VAT per full/part hour per engineer.

Sunday, Public and Bank Holidays Hours [Sundays, Public and Bank Holidays 00:01 through to 23:59]  
Site attendance and up to the first 60 minutes on site is charge at £236.25 plus VAT and then £105.00 plus VAT per full/part hour per engineer.

Direct Expenses (i.e. Tolls, Parking, Ferries, Flights and Accommodation etc.) will be chargeable. Any materials used are chargeable.

**Non-Contract Customers  
Unscheduled Visit Charges & Labour Rates**

Normal Hours [Monday to Friday 08:00 through to 17:00]  
Site attendance and up to the first 60 minutes on site is charge at £301.25 plus VAT and then £65.00 plus VAT per full/part hour per engineer.

Outside Normal Hours [Monday to Friday 17:00 through to 08:00]  
Site attendance and up to the first 60 minutes on site is charge at £322.50 plus VAT and then £86.25 plus VAT per full/part hour per engineer.

Saturday Hours [Saturdays 00:01 through to 23:59]  
Site attendance and up to the first 60 minutes on site is charge at £322.50 plus VAT and then £86.25 plus VAT per full/part hour per engineer.

Sunday, Public and Bank Holidays Hours [Sundays, Public and Bank Holidays 00:01 through to 23:59]  
Site attendance and up to the first 60 minutes on site is charge at £351.25 plus VAT and then £115.00 plus VAT per full/part hour per engineer.

Direct Expenses (i.e. Tolls, Parking, Ferries, Flights and Accommodation etc.) will be chargeable. Any materials used are chargeable.

**Contract Customers  
Day Labour Rates**

Normal Hours [Monday to Friday 08:00 through to 17:00] are charged at £420.00 plus VAT per day per engineer.

Outside Normal Hours [Monday to Friday 17:00 through to 08:00] are charged at £630.00 plus VAT per day per engineer.

Saturday Hours [Saturdays 00:01 through to 23:59] are charged at £630.00 plus VAT per day per engineer.

Sunday, Public and Bank Holidays Hours [Sundays, Public and Bank Holidays 00:01 through to 23:59] are charged at £840.00 plus VAT per day per engineer.

Direct Expenses (i.e. Tolls, Parking, Ferries, Flights and Accommodation etc.) will be chargeable. Any materials used are chargeable.

**Non-Contract Customers  
Day Labour Rates**

Normal Hours [Monday to Friday 08:00 through to 17:00] are charged at £520.00 plus VAT per day per engineer.

Outside Normal Hours [Monday to Friday 17:00 through to 08:00] are charged at £690.00 plus VAT per day per engineer.

Saturday Hours [Saturdays 00:01 through to 23:59] are charged at £690.00 plus VAT per day per engineer.

Sunday, Public and Bank Holidays Hours [Sundays, Public and Bank Holidays 00:01 through to 23:59] are charged at £920.00 plus VAT per day per engineer.

Direct Expenses (i.e. Tolls, Parking, Ferries, Flights and Accommodation etc.) will be chargeable. Any materials used are chargeable.