

Watchman Alarms (Scotland) Ltd - Terms and Conditions superseding all others:

1. Definitions

In this Standard Agreement (for either or all Sales, Works, Maintenance Cover proposals) the following words and expressions shall have the following meanings:

"Alarm Receiving Centre (ARC)" means the alarm receiving centre used by Watchman Alarms (Scotland) Ltd to which monitored systems send a remote signal by means of telecommunication connection.

"Applicable Standards" means those adopted by any approvals or regulatory organisation by which Watchman Alarms (Scotland) Ltd is for the time being recognised or any modification or replacement thereof.

"Audible Only" means the proposed system has been designed with local bells/sounders/speakers only.

"Callout" means customer or customer's representative has contacted Watchman Alarms (Scotland) Ltd to provide Corrective Maintenance Service to the System.

"Callout Charges" Travel and the first ½ hour of the Emergency Engineer's labour on site thereafter an hourly rate or part thereof will be effective. The current callout charges are available from Watchman Alarms (Scotland) Ltd.

"Corrective Maintenance Service" means the diagnosis and repair of faults and defects including defects discovered during scheduled Preventative Maintenance work and or as a result of an emergency call-out.

"Customer" means a person, a business, who buys goods or a service and is responsible for full payment.

"Emergency Callout" means customer or customer's representative has contacted Watchman Alarms (Scotland) Ltd to provide Corrective Maintenance Service to the System.

"Emergency and priority callout charges" Travel and the first ½ hour of the Emergency Engineer's labour on site thereafter an hourly rate or part thereof will be effective. The current callout charges are available from Watchman Alarms (Scotland) Ltd.

"Keyholders" means person(s) selected by the Customer to attend alarm activations.

"Maintenance Charge" means the annual charge for commencing or recommending standard maintenance agreement for 24-hour, 365 days a year telephone support cover including one scheduled preventative maintenance visit (or more visits as agreed).

"Maintenance Contract Period" means the 12/24/36 month period commencing initially on the date the first invoice is created for the annual maintenance cover and thereafter the invoice date for the renewal or continuance of maintenance cover for an existing system. The contract period will automatically continue on a year-to-year basis, unless terminated by the Customer, as detailed in condition 8.

"Monitoring Charge" means the current annual charge to monitor the System via the Alarm Receiving Centre. (ARC) "

"Maintenance Visit" means the Engineer will attend site within normal working hours, on an annual or six-monthly basis to check and test the system to the applicable standard and whilst Watchman Alarms (Scotland) Ltd endeavour to contact the customer to organise the annual visit or visits it is ultimately the customer's responsibility to contact Watchman Alarms (Scotland) Ltd and make the necessary arrangements.

"Normal Working Hours" means 9.00am to 5.00pm, Monday to Friday except for bank and public holidays.

"Payment Process" means the Customer has read the whole of this document and checked all details are correct prior to payment of the invoice. Payment of the commencing or recommending Standard Maintenance Agreement invoice verifies that both Parties accept the new superseded terms and conditions for the service provided by Watchman Alarms (Scotland) Ltd.

"Preventative Maintenance" means inspection, testing and adjustment of the System to the applicable standards, to confirm satisfactory operation or identify any faulty items or processes to the Customer.

"Schedule" means list.

"Service Call" means Corrective Maintenance Service the diagnosis and repair of faults and defects including defects discovered during scheduled Preventative Maintenance work or as a result of emergency call-out.

"Site" means the address and location of the installed system.

"Standard Maintenance Agreement" means 24-hour, 365 days a year telephone support service including one (or as agreed) Preventative Maintenance visit to check and test the system during Normal Working Hours.

"Standard Sales Agreement" means the design and/or supply and/or installation and/or commissioning of System Design Proposal with 12-month warranty period.

"Standard Works Agreement" means the design schedule and/or supply schedule and/or installation schedule and/or commissioning schedule of an existing system.

"System" means the system type specified to be installed, repaired/upgraded or maintained as detailed in the commencing invoice and any items of associated equipment defined in the commencing or recommending invoice.

"System Design Proposal" means the schedule of works to be installed/repaired/upgraded/maintained.

"Terms and Conditions", are rules by which one must agree to abide in order to use our service.

"Warranty" means Watchman Alarms standard 12-month warranty on warrantable parts and labour. This does not affect the Customer's Statutory Rights.

"Watchman Alarms" means Watchman Alarms (Scotland) Ltd, Main Road, Crombie, Dunfermline, KY12 8JX (as the contract may require) its successors and assignees.

2. Watchman Alarms (Scotland) Ltd Obligations

Watchman Alarms (Scotland) Ltd shall:

- All parts supplied by the company will be guaranteed for a period of 12-months from the date of: (1) collection or delivery (2) installation and will be replaced with the same or equivalent on failure to operate to the manufacturer's specification.
- In consideration of this Standard Agreement all installations/repairs/upgrades/preventative maintenance visits to the System will be booked during Normal Working Hours.
- Corrective Maintenance Service callouts will be responded to within 0-8-hours of the fault being reported unless exceptional circumstances prevail subject to the system type and in accordance with the relevant British Standard and will be subject to the current callout charge.
- Provide 24-hour, 365 days a year telephone support service as required, emergency engineer details are available from our answering machine.
- Provide various monitoring services for 24-hour cover as required.

3. The Customer's Obligations

The Customer shall:

- Seek and pay for any permissions required to operate and maintain the System, including ACPO, listed building, landlord and local authority consent.
- Where required obtain and pay for the telephone line, Static IP Address or other telephone company apparatus required for monitoring and remote signalling as well as any other necessary facilities, consents, permits, licences, way-leaves or approvals required for operating and maintaining the System.
- Allow Watchman Alarms (Scotland) Ltd reasonable access to the Site to inspect and test all parts of the System including mains supply and telephone connections if applicable.
- Make sure that the Site is safe and without risk to Watchman Alarms (Scotland) Ltd employees or agents (including inspectors from Regulatory Authorities), and to make Watchman Alarms (Scotland) Ltd aware of any known hazards.
- Protect Watchman Alarms (Scotland) Ltd against all liability, which will include all damages, costs and expenses Watchman Alarms (Scotland) Ltd suffers because of the following:
 - Causing death or injury to any of Watchman Alarms (Scotland) Ltd employees or agents, because the Customer, their employees or agents or any person on the Site without permission is negligent or has not kept to the regulations made under the Occupiers Liability Act 1957 or any other Act of Parliament which covers the same subject.
 - Loss of or damage to any property which belongs to Watchman Alarms (Scotland) Ltd or its employees which has been caused by the Customer's negligence or the negligence of its employees, agents, or anyone else on the Site who has the Customer's permission.
 - Any action brought by someone else because of the Customer's negligence, or the Customer's employees or agents negligence.
- Advise Watchman Alarms (Scotland) Ltd immediately of any damage to the System or evidence of tampering or any obvious fault or defect with the System as soon as it becomes known and to permit Watchman Alarms (Scotland) Ltd to take such steps as it sees necessary to remedy such defect.
- Understand and operate the System according to the requirements of the Design and ensure all persons using the System are suitably instructed.
- Not to permit anyone (including the Customer) other than Watchman Alarms (Scotland) Ltd to alter, adjust, test or reset or interfere with the System or any part thereof except for those routine procedures which may need to be carried out by the Customer for the correct usage of the System. Any fault or failures arising from the alterations, additions, or adjustments will be remedied with the customer bearing the full costs incurred or else in the event of the breach of this provision Watchman Alarms (Scotland) Ltd shall be entitled to terminate the Standard Agreement.
- Agree to pay in addition to the Maintenance Charge the costs (if any) of any works required to upgrade the System to a state that complies with the relevant Applicable Standards.
- Pay for all necessary repairs and material replacements to the System unless these are covered by 12-month warranty period.
- Not charge, pledge or otherwise deal with any of Watchman Alarms (Scotland) Ltd equipment or installation which may be part of the System but has not already been sold to the Customer, nor to part with possession of the same or remove it or permit it to be removed from the Site.
- Notify Watchman Alarms (Scotland) Ltd of any proposed structural alteration to the Site or any other modification that may affect the System. Watchman Alarms (Scotland) Ltd shall at the additional expense of the Customer carry out any extension to or alteration of the System which may thereby become necessary.

4. Intellectual Property

Where any design of the System has been provided by Watchman Alarms (Scotland) Ltd the copyright, design rights or other intellectual property vests in Watchman Alarms (Scotland) Ltd. No right or licence is granted under this Agreement to the Customer to any intellectual property rights in the System except the rights to use the System.

5. Liability

- Watchman Alarms (Scotland) Ltd do not guarantee that the System cannot be removed, tampered or bypassed by the Customer or any unauthorised person and the Customer must take adequate precautions to prevent this occurring. While the company only use equipment of the highest standard, Watchman Alarms (Scotland) Ltd does not warrant or represent that the system will be uninterrupted or error free, failure can occur. Watchman Alarms (Scotland) Ltd cannot guarantee that the System will operate without error due to circumstances outside its control. Notifying Watchman Alarms (Scotland) Ltd at the earliest stage can minimise any loss of detection within the scope of the system design. For the avoidance of doubt Watchman Alarms (Scotland) Ltd do not guarantee losses or injuries will be prevented by the use of the System.
- The company shall not be liable in respect of any loss or damage, riot or commotion or any other unauthorised entry where the same is due to the failure of the system to function correctly or to any inadequacy in the design, installation or construction of the system howsoever caused.
- Watchman Alarms (Scotland) Ltd does not know, and shall not be deemed to know, the true value of the Site or its contents, property or premises, and are not the insurer thereof.

Agreement, breach of statutory duty or negligence arising out of this Agreement, or presence at the Site shall be covered by Liability and Efficacy insurance as recommended by the approvals or regulatory organisation guidelines.

e. Watchman Alarms (Scotland) Ltd excludes or limits its liability for the following:

- All conditions and warranties implied by any Act of Parliament to do with:
 - Selling equipment by referring to its description, or by showing a sample of the equipment to the Customer.
 - The condition, quality or fitness of the System or any equipment in it; and
 - Watchman Alarms (Scotland) Ltd skill or care, or the skill or care of any of the Watchman Alarms (Scotland) Ltd agents or subcontractors maintaining the System, when they supply any services provided for hereunder.
- Any negligent acts carried out by Watchman Alarms (Scotland) Ltd, or its employees, agents or sub-contractors.
- Any misrepresentations the Customer has made, or their employees, agents, or subcontractors have made, unless the misrepresentations are in this Agreement.
- The following paragraphs will apply if the Customer suffered any loss or damage because of the following:
 - Watchman Alarms (Scotland) Ltd has:
 - Breached its obligations under this Agreement
 - Been negligent
 - Misrepresented something
 - Breached its statutory duties (or any conditions which are implied to in this agreement by any Act of Parliament).
 - Committed any other legal wrong, which gives the Customer the right to take action against it by law.
 - Watchman Alarms (Scotland) Ltd will not be liable to the Customer for any indirect loss or damage or for any loss of profit or business which the Customer may suffer, unless the Customer can claim for this type of loss under paragraphs 5.d.1 or 5.d.2.
 - Watchman Alarms (Scotland) Ltd will limit the amount paid to the Customer for any indirect loss or damage or for any loss of profit or business that the Customer may suffer, unless the Customer can claim more under paragraph 5.d.1 to 3.
 - Under no circumstances shall the liability of Watchman Alarms (Scotland) Ltd exceed the Maintenance Contract Price due by the Customer during the period of this Agreement.
- This clause 5 will continue to apply if the Customer makes any claim against Watchman Alarms (Scotland) Ltd after the end of any agreement.
- Although the System is designed to the best of Watchman Alarms (Scotland) Ltd skill and knowledge Watchman Alarms (Scotland) Ltd 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 or damage sustained by the customer howsoever caused.

- The Customer will be charged for all Callouts including:
- Where the Customer, the Keyholder or any other person has failed to reset the System following an activation.
- Where the fabric or contents of the Site have been changed to such an extent that the System fails to operate correctly.
- Where furniture, fixings or stacked components have obstructed a detector from operating correctly.
- Where equipment has been tampered with or incorrectly used.
- Where adverse weather affects the System.
- Where rodents, birds, insects or animals cause damage to or activate the System.
- Where the telecommunications line connection or mains supply fails.
- Where equipment not supplied by Watchman Alarms (Scotland) Ltd activates the System.
- Where sources cause false alarms such as heating equipment, air conditioning units, adverse vapours, water ingress or workmen (operating machinery) have been introduced to an area covered by a detector activated by such sources.

6. Exclusions to Cover

- Any cables/materials/parts found not to be working will be charged at our current supply and installation rate for reinstating cables/materials/parts required, however if after the engineer has checked the system and any major works were required a quotation would be forwarded before the works commenced.
- Existing system components installed at the Site.
- If a direct replacement for the equipment is no longer available.
- In the opinion of Watchman Alarms (Scotland) Ltd the item is outside the normal life expectancy for such a device or system and as such should be replaced.
- Non-warranted replacement items; batteries, lamps, bulbs etc.

7. Payment

Without prejudice to the foregoing:

- Unless agreed prior, and in writing, payment shall be in full on completion of works carried out by Watchman Alarms (Scotland) Ltd.
- All materials shall remain the property of the Watchman Alarms (Scotland) Ltd until the sum due has been paid in full by the customer. In the event of non-payment, the Watchman Alarms (Scotland) Ltd shall be entitled to immediate possession of all materials in the custody or under the control of the Customer, the Receiver, Administrator or Liquidator.
- The Customer must pay the Standard Maintenance / Monitoring Agreement Charge according to the payment process; payment on receipt of the annual invoice for the commencing or recommending of the standard maintenance agreement., time being deemed to be of the essence.
- The Customer must pay any additional charges incurred during the Preventative Maintenance visit within thirty days of receiving Watchman Alarms (Scotland) Ltd invoice, time being deemed to be of the essence.
- If this Agreement is brought to an end under condition 8, the Customer will pay Watchman Alarms (Scotland) Ltd the charges and any other monies due to Watchman Alarms (Scotland) Ltd immediately and not at the end of the agreement.
- Payment Terms – We understand and will exercise our statutory right to interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to the agreed terms on our invoice. A one-off compensation charge with interest charge accruing day to day from the date when payment became due until the date payment is received.
- Maintenance (and monitoring if included in the system) charge for commencing or recommending standard maintenance agreement for 24-hour, 365 days a year telephone support cover including one scheduled preventative maintenance visit (or more visits as agreed) which may be subject to reasonable increase on an annual basis to cover increases in operative costs and other relevant prevailing factors from the commencement of the maintenance contract period.

8. Termination

- If the Customer:
 - becomes insolvent or enters into any arrangements with his creditors, or
 - a petition is presented, or a resolution is proposed for the winding-up of the Customer, or a Receiver, Administrator or Liquidator is appointed to the Customer or over any part of its assets,Watchman Alarms (Scotland) Ltd shall have the right immediately and without notice to terminate this Agreement.
- Either party may terminate the Maintenance Cover by not less than three months' notice in writing to that effect before any anniversary of the date of this Agreement. The Customer shall thereafter be responsible for making their own arrangements in regard to any remote signalling or any other continuing services which may be required, it being a condition that remote signalling services will only be provided by Watchman Alarms (Scotland) Ltd when current Maintenance Cover exists between Watchman Alarms (Scotland) Ltd and the Customer.
- In the event of termination Watchman Alarms (Scotland) Ltd and its agents shall have the right upon reasonable notice to enter the Site to remove any equipment belonging to Watchman Alarms (Scotland) Ltd and subject to reasonable disturbance only shall not be liable for any loss or damage occasioned thereby.

9. General

- Watchman Alarms (Scotland) Ltd will automatically renew, commence or recommence maintenance cover for the above System (as hereinafter defined) at the Site, all subject to the terms and conditions of this Agreement. Unless specifically accepted by Watchman Alarms (Scotland) Ltd in writing all other terms and conditions not contained in or implied by this Agreement are excluded. Any alterations to any of the terms and conditions can only be valid if made in writing and agreed by both parties. If these new, altered terms and conditions are at variance with or are inconsistent with any terms and conditions specified in the proposal, then these terms and conditions shall prevail and be effective notwithstanding any similar provisions otherwise applying to the proposal.
- Watchman Alarms (Scotland) Ltd may pass on the information the Customer had given to them under this agreement to any police, fire or other authority and, except for security details, to any credit reference, debt collection or public telecommunication agency. By acceptance hereof the Customer consents to such disclosure.
 - Your rights:
 - You have the right to request access to the personal information that we hold about you by making a 'special access request'.
 - If you believe that any of your personal information is inaccurate or incomplete, you have the right to request that we correct or complete your personal information.
 - You have the right to request that we restrict the processing of your personal information for specific purposes.
 - If you wish us to delete your personal information, you may request that we do so.
 - If any requests received by Watchman Alarms (Scotland) Ltd will be considered under applicable data protection legislation. If you remain dissatisfied, you have the right to raise a complaint with the Information Commissioner's Office at www.ico.org.uk. Please refer to our Privacy Notice (a copy of which is available on request).
- Failure or neglect by Watchman Alarms (Scotland) Ltd to enforce at any time the conditions of this agreement shall not be construed nor shall be deemed to be a waiver of Watchman Alarms (Scotland) Ltd rights hereunder nor shall it in any way affect the validity of the whole or any part of this Agreement nor effect Watchman Alarms (Scotland) Ltd right to take subsequent action.
- In the event that any or part of the terms and conditions contained in this Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term or condition shall to that extent be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the full extent permitted by law.
- The Customer expressly agrees that Watchman Alarms (Scotland) Ltd shall have the right to assign, sub-contract or licence the whole or any part of its rights or obligations under this Agreement. For the avoidance of doubt the Agreement is non-assignable by the Customer.
- This Agreement and the system proposal represents the whole Agreement between the parties and supersedes all previous Agreements between Watchman Alarms (Scotland) Ltd and the Customer and all representations made in respect of the subject matter and may only be varied in writing and signed by both parties hereto.
- Neither party shall be liable to the other for any default due to any Act of God, war, strike, lock-out, industrial action, fire, flood or other event beyond their reasonable control. The Agreement shall be governed in accordance with the laws of Scotland.