

AFTERCARE SERVICE DETAILS

1 Introduction

- 1.1 These Aftercare Service Details set out the scope, limitations and exclusions that apply to the Aftercare Services you have purchased from us. In this document, we use capitalised words and terms that are defined in the main terms and conditions applicable to our Contract. Therefore, you should read this document alongside those terms and conditions.

2 Aftercare Services

- 2.1 If you purchase Aftercare Services from us, those Aftercare Services include the following, depending on the type of Safety System and the package you have purchased:

Basic	Intruder Alarm System	1 planned preventative maintenance per year
	Police Monitored Intruder Alarm System	2 planned preventative maintenance visits per year (1 of which will be remote)
	Fire Alarm System	2 planned preventative maintenance visits per year
	CCTV System	1 planned preventative maintenance visit per year
	Police Monitored CCTV System	2 planned preventative maintenance visits per year (1 of which will be remote)
	Access Control System	1 planned preventative maintenance visit per year
	Includes any consumable AA and AAA battery replacements required during a maintenance visit.	
	We will endeavour to perform these Aftercare Services (including response times) in accordance with the relevant accreditation scheme industry standard.	
Fully comprehensive	Includes the services shown in the 'Basic' package above. In addition, includes:	
	(a) unlimited corrective maintenance visits from our engineers without additional charge in relation to the Safety System; and (b) the supply of replacement parts required for the Safety System, as identified in a preventative or corrective maintenance visit, in each case subject to the Exclusions and Fair Use limits in paragraph 3 below.	
	We will endeavour to perform these Aftercare Services (including response times) in accordance with the relevant accreditation scheme industry standard.	
Monitoring Services	Includes ongoing monitoring of the Safety System alerts, including reasonable endeavours to provide:	
	(a) the relaying of details of alarm calls received via a speech line to the appropriate local police force, after attempting to filter or confirm the alarm call where local force policy permits, in accordance with our published procedures from time to time (and you agree that we may use monitoring software to filter out false alarms); (b) the logging of details of all calls received; (c) notification by telephone to the authorised representative at the premises of alarm and emergency conditions, where the local police force policy permits; (d) notification to you or your nominated end user of the alarm and	

	emergency conditions, if required; and (e) a reset of the Safety System in accordance with local police force policy. Monitoring Services are subject to the additional terms and exclusions in paragraph 4 below.
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- 2.2 **Emergencies and corrective maintenance.** Aftercare Services include the ability to contact our customer helpline on 01225 872385, which is available 24/7 and gives you the ability to request call-outs if corrective maintenance action is required. Except where the package includes corrective maintenance visits, or the Warranty Period is still valid on the affected Safety System, corrective maintenance visits and any associated material costs are payable at the rates specified to you when you contact us.
- 2.3 **Remote support.** In addition to the remote Aftercare Services described above, we may offer you the ability to contact us via a remote support desk and seek additional preventative, emergency and/or corrective maintenance via remote means where feasible, subject to our then current-standard rates.
- 2.4 **Scheduling.** We will act reasonably in determining the appropriate preventative maintenance visit schedule and may alter the schedule as we deem necessary, including due to system performance indicators. Visits typically take place between 8am and 6:30pm on Business Days.
- 2.5 **Changes.** We may change the package names and descriptions above from time to time though, if you already receive affected Aftercare Services, you will not be detrimentally affected by any change.
- 2.6 **Limitations.** The Aftercare Services are subject to the following limitations: (i) we will only conduct work using standard access equipment and any mobile platforms or other non-standard access equipment required shall be hired at a cost to be paid by you; (ii) phone fixes that require more than 15 minutes, router re-installations and/or configurations will be subject to additional Charges at our standard rates, as advised to you by us; and (iii) except as specified above, no consumables are included and any replacement consumables will be subject to additional costs.
- 2.7 **Abortive visits.** If you cancel a scheduled visit any later than 5pm two (2) Business Days' prior to the visit, we are unable to access your premises, the Safety System and/or complete a visit for any reason other than our own failure or wrongdoing, we may issue an invoice to you for an abortive fee equal to the cost we would normally charge for the affected visit, and you agree to pay the invoice in accordance with the Contract.
- 2.8 **End of life / no parts.** We may, on giving written notice to you, exclude from or suspend the provision of Aftercare Services in relation to any parts of the Safety System that we deem, based on manufacturer guidance, CIBSE or a condition survey, is obsolete, at or near end-of-life, or otherwise not suitable for the provision of Aftercare Services. We will discuss with you our recommendations and agree an approach, which may include (i) permanently excluding those parts from the Aftercare Services; (ii) charging additional costs to reflect the costs and risks associated with them; and/or (iii) agreeing the supply and installation of upgrades. If we cannot agree an approach, we may terminate the Aftercare Services on giving you written notice, without further liability to you.

3 Exclusions and Fair Use

- 3.1 **Exclusions.** The Aftercare Services do not cover any loss, damage, defect or non-functionality caused in whole or in part by: (i) the Safety System not being operated or maintained in accordance with any manuals or written instructions provided by us; (ii) alteration or repair of the Safety System other than by us or with our prior written consent; (iii) any wilful loss or damage, theft, or negligence (other than our own when performing Services); or (iv) any force majeure or natural event, including fire, flood, lightning or power failure. Each of these is referred to as an "**Exclusion**".
- 3.2 **If an Exclusion applies.** If we determine that an Exclusion applies, we may: (i) charge you for the corrective maintenance visit if we wouldn't otherwise have done so, at our standard rates; and (ii) agree to proceed with the replacement or repair, subject to you paying for the time and materials (including replacement parts) associated with that replacement or repair, at our standard rates.
- 3.3 **Fair Use.** You agree that the Aftercare Services are subject to the following fair usage expectations:

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(i) you will comply with your obligations under the Terms, including in relation to the use and maintenance of the Safety System, and providing all necessary access and assistance to us; (ii) you will perform reasonable troubleshooting before contacting us; (iii) you will provide information requested by us about the status of the Safety System, to enable us to investigate and, if necessary, replicate the issue; (iv) your use of the Aftercare Services is consistent with that of other customers of a similar size and with Safety Systems of a similar type and complexity; and (v) you do not unreasonably refuse any recommendation to repair or replace a part of the Safety System, or to upgrade it where a Safety System (or part thereof) reaches the end of life or is no longer supported with spare parts. We refer to these collectively as “**Fair Use.**”

- 3.4 **Exceeding Fair Use.** If you exceed Fair Use, we will have the right to do one or more of the following: (i) refuse to provide any further corrective maintenance visits, repair or replacement, until we agree an acceptable approach with you (and no refund shall be due of the Charges); (ii) only do further work subject to additional charges at our then-current standard rates; and/or (iii) require an adjustment to the Charges payable for the Aftercare Services to reflect the excessive usage.

4 Monitoring Services

- 4.1 The Monitoring Services are subject to the following terms and exclusions:

- 4.1.1 in the event of any line or other fault being observed by us, we will promptly notify you and, subject to the other Aftercare Services in place, you agree to resolve the same;
- 4.1.2 unless remote system access has been provided to you for the specific purpose of carrying out administrative tasks relating to your (or an end user’s) premises, alterations to registered keyholders, time schedules, account and/or passcard numbers must be notified in writing to us, and we will endeavour to action such changes as soon as possible and in any event within one (1) Business Day;
- 4.1.3 we are not liable for any data changed by you or others who have been given access to your database or service by you, or for any loss of security PIN numbers associated with the Monitoring Services, and you agree to promptly notify us on becoming aware of any unauthorised loss, access or change;
- 4.1.4 you agree to pay any charges levied against the Safety System by authorities such as the fire brigade, police force or similar, including any charges levied by service providers we are mandated to use by those authorities;
- 4.1.5 the Monitoring Services do not constitute an insurance product and we do not act as an insurer in relation to your premises. You agree to have and maintain appropriate insurances to cover the risks associated with your premises and other property; and
- 4.1.6 some or all Monitoring Services may be withdrawn if a local police force withdraws their services in respect of the premises and/or Safety System.

5 Initial Service Term, Renewals & Changes

- 5.1 The Aftercare Services (including Monitoring Services, where applicable) start on the Commencement Date and are provided on a subscription basis for the Initial Service Term specified in the Order. At the end of the Initial Service Term, the Aftercare Services shall automatically renew for successive periods of one-year (unless otherwise agreed in writing between you and us) (each a “**Renewal Term**”), unless and until either party gives written notice of non-renewal to the other party, at least ninety (90) days prior to the next renewal date, or, in your case, you give us written notice to cancel your renewal within fourteen (14) days of receiving our invoice for the Renewal Term, where the Charges payable have increased (“**Stop Renewal Notice**”). A Stop Renewal Notice shall take effect at the end of the Initial Service Term or applicable Renewal Term.
- 5.2 As an alternative to giving a Stop Renewal Notice, you may contact us to request to upgrade or downgrade the level of Aftercare Services we will provide. You may do this by contacting us at least thirty (30) days prior to the applicable renewal date and we will confirm the adjusted Charges payable based on your request. Any such request will only take effect at the start of the next Renewal Term unless we agree to implement it earlier.