

# Terms & Conditions for CCTV or Intruder or Access Control Solutions

## 1. Purpose

1.1 The installed system (CCTV or Intruder Alarm or Access Control Solutions) is designed to reduce the risk 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 any unauthorised person. Should this happen, IDSL are not responsible for any losses you may suffer directly or indirectly.

#### 2. Payment

- 2.1 A deposit of 70% of the agreed cost of work will be required when the order for installation is placed.
- 2.2 The balance is payable immediately upon completion of the work by our service engineer.
- 2.3 Payment is by cash, bank transfer or debit/credit card. The following payment cards are accepted: Visa, MasterCard, Maestro, Delta, Electron or Solo. The card payment is to be completed BEFORE the engineer leaves the property. WE DO NOT ACCEPT CHEQUES.
- 2.4 We expect you to pay monies due promptly. If payment to us is overdue, we will charge you interest at 8.5% over the base rate of National Westminster Bank, from the date of our invoice until the date you pay PLUS a late payment fee of £99.00 Should you refuse to pay the money plus any interest and late payment fee due to us, we will transfer the payment collection to a debt recovery agent or solicitor. The additional costs of the debt collection and any legal and court fees will also apply.

#### 3. Costs

- 3.1 All quotes are valid for a period of 30 days.
- 3.2 The quoted costs may be revised if:
- (a) You require the work to be carried out more urgently than agreed.
- (b) You change the specification.









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- (c) Your premises are in some way unsuitable for the equipment and this was not apparent during the course of the telephone/e-mail conversation or there are circumstances which we should have been made aware of.
- (d) any other special circumstances that arise and we were not made aware of in writing when supplying our original quotation arose. This includes:
- (e) Re-visits of the installer/technicians/engineer for reconfiguration of the system.
- (f) Remote viewing, where the customer is responsible for the availability of a broadband internet service, a router that provides the 'PORT-FORWARDING' function and a public (static) IP address.
- (g) The installation work is outside the working hours of 9.00am 6.00pm Monday Friday, except statutory holidays. Requests made by the customer to install outside these working hours will incur additional charges.
- (h) Engineers are asked to work outside standard practices of installations. Unless stated on the Works Schedule or we were made aware in writing when supplying our original quotation. Installs should be carried out in easily accessible areas without the need for additional labour work. This includes:
  - Underground cabling
  - Redecoration
  - Building work
  - Removal of floor boards, Carpet lifting/laying
  - Erecting poles
  - Steel trunking/capping
  - Exceptionally high ceilings
  - Drilling through walls thicker than 300mm

The above will incur additional charges as agreed by the company representatives if required. NOTE ~ Additional charges may be made if our engineers/technicians/installers are not provided with access to doors, shutters, windows, or any other areas where cables and equipment needs to be installed thereby incurring extra cable length.

## 4. Payments

4.1 Any prices quoted on this site are for installations within 15 miles of Dartford. Prices are available on application for locations outside of this area.









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- 4.1 Any prices quoted on this site are for installations within 15 miles of Dartford. Prices are available on application for locations outside of this area.
- 4.2 The company (IDSL) will endeavour to deliver and/or complete security systems as soon after receipt of an order as possible but cannot accept any responsibility or liability whatsoever for any claim arising in connection with any delay in delivery or completion howsoever caused.
- 4.3 You agree to give us and our workers full access to your premises to survey, measure, install, and test and service the equipment. You also agree to provide an adequate electricity supply for the equipment to operate correctly. If our work is interrupted or delayed because of a problem with access, or the electricity supply is inadequate, we may make an additional charge. We are not liable if completion is delayed due to circumstances beyond our control. By signing the contract with us, you guarantee that you have full authority to allow the installation and no other consent is needed

### 5. Equipments

- 5.1 The equipment installed belongs to IDSL until the work is complete and paid for in full by you. If you do not pay the balance of the installation charge immediately upon completion of the work by our service engineer, we have the right to remove the equipment from your premises without notice. By signing the contract with us, you irrevocably authorise us to enter your premises to remove the equipment if payment remains outstanding.
- 5.2 If you cancel our contract less than a week (7 calendar days) before the scheduled installation date, we will retain your deposit and we may charge you for any equipment that we have bought for your premises and make a reasonable charge for damages for breach of contract. However, a general cancellation fee of a minimum of £150.00 or 7% of the contracted amount, whichever is the greater, shall be charged.
- 5.3 To ensure consistency of installation, quality and service our engineers will perform pre and post installation checks on the equipment and will photograph completed installations.
- 5.4 We will provide full training on completion of installation











#### 6. Guarantee

- 6.1 The customer must notify us immediately of a fault occurring with the security system and we will repair such fault as soon as possible after receiving notification.
- 6.2 We guarantee that we will repair faults in the installed system free of charge within 36 months from the installation date. This guarantee does not apply to matters stated in condition
- 6.3 The guarantee does not apply if we believe or have reason to suspect that changes have been made to a system/products supplied by our company or to faults caused by the following:
  - Incorrect adjustment or positioning by you or others of any part of the system.
  - Consumable items of all kinds failing. Consumables are items with a finite life such as
  - lamps and batteries.
  - Work carried out by police, fire or other authorities, or by any telecommunication
  - agency or other party.

## 7. Remote Viewing & IT Issues

If we are unable to configure the remote viewing on the day of the scheduled installation due to IT technical issues, ISP unavailability or lack of details such as Router IP address, user name and password then further charges will apply to remotely configure or revisit to complete the set up.

The company (IDSL) cannot be held liable for client IT issues such as change of router, failed connection, and change of internet service provider, re-set of router, new mobile phone, and loss of settings on the router or a new operating system.

#### 8. Liability

- 8.1 The company (IDSL) shall not be liable for the costs of any work, repairs or replacement of equipment which results from fire, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.
- 8.2 The company (IDSL) does not warrant or represent that that the operation of the installation will be uninterrupted or error free. We provide the system to assist in the security of the customer's premises but do not thereby warrant the security of the property, the customer or the contents therein.
- 8.3 The company (IDSL) does not act and shall not be deemed to act as an insurer of the customer's property or contents contained therein and give no warranty that by virtue of the installation of the system, the property or contents contained therein are completely secure or inviolable.









- 8.4 The company (IDSL) shall have no liability in contract for any loss suffered and in particular, we do not accept any liability whatsoever for any consequential loss or damage (including loss of earnings or profits) which may arise from any malfunction or defect of the system.
- 8.5 The terms and conditions given in this contract do not affect your rights under the Sale of Goods Act or Unfair Contract Terms Act.

## 9. Force Majeure

IDSL shall not be liable to the customer or deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any obligations in relation to the equipment, provided that the delay or failure was due to any cause beyond reasonable control of IDSL. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond reasonable control of IDSL: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of IDSL or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

#### 10. Applicable Law

This contract is governed by the laws of England and Wales, Scotland or Northern Ireland as the case may be and each party submits to the jurisdiction of the Courts thereof.









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