

# WESTERN SECURITY SYSTEMS LTD

## TERMS AND CONDITIONS OF SALE

IMPORTANT. Please read all of these terms and conditions. You should only indicate your acceptance of these terms and conditions if you are prepared to be legally bound by them under law.

We will sell, install and maintain a System which meets the system design agreed by you and provide maintenance and monitoring Services (if applicable to your system) on these terms and conditions. Please read all these terms and conditions, and in particular conditions 4, 5 and 6 below covered under the section, "**Further Terms & Conditions**".

You should always answer questions asked by our surveyor about your Premises accurately when we are visiting your premises as we require this information to determine whether a System is suitable for your Premises and to determine our charges and our arrangements for installing the System.

### **1. Charges**

1.1 You must pay to us the following charges: -

- (a) Our charge for selling the System and installing it; and
- (b) The charge payable by you to your local Police Authority for the issue of their Unique Reference Number. Please note that the police will take no steps until you have paid this to them, see also 1.6 under the "**Further Terms & Conditions**" section.

1.2 All monitoring service fees (excluding digital communicators) are payable monthly in advance by direct debit with effect from the Start Date. This charge covers the monitoring of the System and can vary, see Further Condition 8.2 below.

### **2. Legally Binding Agreement**

A legally binding agreement is created between you and us when you order your system and the date of handover will be the commencement date of the legal agreement between you and us.

### **3. Your Right to Cancel**

Once you have signed our acceptance and returned it to us, you will have no automatic right to cancel. The reason for this is simple, because you (as the customer) approached us initially we are not obliged to offer any cooling off period as your acceptance would have been signed by you (either in your own home or business) without us being in attendance. As a company, we do not carry out cold calling or property-to-property door knocking in an attempt to procure business. However, should you return a signed contract and we have not agreed an installation date with you, we may accept your cancellation subject to us not having ordered equipment which is specific for your system.

### **4. Service Level**

If your system is monitored to our ARC, you must choose to be provided with either: -

4.1 "**Standard Care**" – Our inspection and maintenance service which covers: -

- ✓ One routine inspection visit a year during normal working hours (for intruder alarm systems **not** linked to our ARC) **OR** Two routine inspection visits a year during normal working hours (for intruder alarm systems linked to our ARC).
- ✓ A maximum of **four** corrective visits (per year) to your property to rectify any genuine system faults during normal working hours.
- ✓ Replacement parts are **not** covered and will be charged for separately – if outside of their warranty.
- ✓ Remote resets (if permitted and applicable) by our ARC are provided free of charge.
- ✓ 33% discount off non contract customer call out fees
- ✓ Free keyholder updating service for customers linked to our ARC

4.2 "**Total Care**" – Our inspection and maintenance service which covers: -

- ✓ One routine inspection visit a year during normal working hours (for intruder alarm systems **not** linked to our ARC) **OR** Two routine inspection visits a year during normal working hours (for intruder alarm systems linked to our ARC).
- ✓ A maximum of **six** corrective visits (per year) to your property to rectify any genuine system faults at any time of the day or night.
- ✓ Replacement parts are **not** covered and will be charged for separately – if outside of their warranty.
- ✓ Remote resets (if permitted and applicable) by our ARC are provided free of charge.
- ✓ 33% discount off non contract customer call out fees
- ✓ Free keyholder updating service for customers linked to our ARC

Whatever service level you choose, we would draw your attention to the "**Further Terms and Conditions**" as these apply at all times.

### **5. LIMITATION OF LIABILITY**

**Only you know the true value of your Premises, its property and contents and the importance of your personal safety. We are not and cannot be an insurer of you, your Premises and its contents and our charges are in no way related to their value. The fire and security industry is unique having regard to the relatively low cost of the Services we can provide and the high values which can be at risk. For this reason, we limit the amount of our liability and the most we will be prepared to pay in aggregate for loss caused by our proven negligence in court (except where our negligence causes death or personal injury) is £250,000 and the most we will be prepared to pay in aggregate for other loss is £50,000. You should also read item 6 under the "Further terms & Conditions" shown below.**

If you would like to increase this limit, you will have to pay an extra charge so we can arrange the appropriate insurance to cover us for the extra liability, the level of which has to be agreed. In such case, you will have to give us any information our insurers may need.

## **6. Definition of words**

When the words listed below appear anywhere in these terms and conditions, they have the following meanings:

**ARC:** Alarm Receiving Centre - The secure place to which signals are transmitted from an alarm system.

**CCTV:** Closed Circuit Television

**DualCom GPRS:** A Dual Path signaling service offered by CSL & Vodafone Plc.

**Emergency Response:** The procedures the police, fire or any another approved authority carry out when the ARC tells them that a signal has been received from the System.

**Extra Charges:** The extra charges referred to in "Further Terms and Conditions" 8.3 to 8.7 below and not included in the Service Levels for either "Standard Care" or "Total Care".

**GSM:** Global System for Mobile communications

**Keyholder:** A person or third party you have chosen to hold the keys to your Premises who are willing and suitably trained to go to your Premises if so requested by our ARC after a signal from the System has been received by them.

**MBORC:** matters beyond our reasonable control.

**NSI:** National Security Inspectorate.

**Normal Working Hours:** 9.00am to 5pm, Mondays to Fridays, except public holidays.

**Premises:** Your home, business or any other premises where the system is installed.

**RedCare:** A secure service offered by British Telecom which continually monitors the telephone line the alarm system is connected to.

**Routine Inspection:** The inspection and maintenance of the System which we make either at your Premises or remotely in each six or twelve month period from the Start Date. We will decide on the timings of such inspections and if an inspection is required at your Premises, we may write to you to arrange a suitable date and time slot to carry out the inspection.

**Services:** The installation, monitoring and maintenance services provided to you by us.

**Service Level Fees:** Annual routine inspection & emergency maintenance service fees.

**Start Date:** The date we finish installing the system and issue an NSI installation certificate. For systems which we take-over, it is the date we recommission the system

**STU:** Subscriber Terminal Unit

**System:** All equipment (and any part of it), which we install at any time including wiring (but see Further Conditions 6.6 (e) (iii) and 8.5 (i)) below, and anything we install when we carry out repairs and maintenance.

**System Design:** The design, details and description of the system.

**We, our, us:** Western Security Systems Ltd.

**You:** You, the customer, end user with whom we make this agreement.

## **7. Term**

Your agreement with us is for twelve (12) months and will continue indefinitely thereafter unless either party terminates the agreement by either you or us giving at least one (1) months notice in writing. This is subject to Further Condition 10 below. Should you wish to terminate before the minimum term, all payments due during the minimum term will become due immediately and must be paid before termination is accepted by us.

## **8. General**

By accepting these terms and conditions:

- you agree you will have to abide by them. If there is anything which you do not understand, please ask before accepting;
- you confirm that you have read these terms and conditions which will form part of your agreement with us;
- you acknowledge that your personal details (and those of your Keyholders) may be held on police, fire or other authority computer files under the conditions of the Data Protection Act 1998. You must tell us of any changes to such details immediately. We have the right to share your details with credit reference agencies so we can assess your credit profile. See also Further Condition 11.3 below;
- **you confirm that you own the Premises or have the full permission of the landlord to permit the installation of the system.**
- you accept that the System must be installed in accordance with applicable regulations and standards and that the separate parts of the System may only be certain distances apart and that the installation of the System is subject to a final Premises survey by our installing engineer;
- due to the construction of certain buildings, the System may not be able to operate;
- you confirm you do not have any pets (unless specific detection devices have been requested and those devices have been specifically detailed on your system design proposal;
- **and** you confirm the Premises are in the United Kingdom.

## **FURTHER TERMS AND CONDITIONS**

### **1 What we do**

1.1 We agree to sell the System to you and to install it.

1.2 We will carry out the Routine Inspection of the System during Normal Working Hours. There will be an Extra Charge for the Routine Inspection to be carried out outside Normal Working Hours.

1.3 We will repair the System during Normal Working Hours when you ask us to do so. We will not charge you for the repair if it is covered by our guarantee in Further Condition 5 below. You must pay us for all other work carried out and visits made to the Premises which is not included in either of our Standard Care or Total Care cover - see Further Conditions 8 and 9 below.

1.4 If you ask us to do so, we will visit your Premises **outside** Normal Working Hours and there will be an Extra Charge for this. Costs for this can be obtained on request.

1.5 We will maintain the system in accordance with the Service Level chosen by you.

1.6 After the Start Date, there may be a delay while: -

(a) the telecommunication links between the Premises and the Alarm Receiving Centre are set up and activated; **and**

(b) the registration period set by the police or another authority is completed to their satisfaction. During this period, our ability to respond to signals we receive from the System at the Alarm Receiving Centre will be very limited.

1.7 After the period referred to in Further Condition 1.6, the system will be monitored by the Alarm Receiving Centre.

1.8 If you do not have and/or keep the approval of the police, fire service or other authorities under Further Condition 2.1 we will only provide that part of the Services which do not need this approval.

### **2 What you must do**

2.1 You may need the approval or permission from the police, fire service or another authority to allow us to provide the Services.

You must also: -

(a) make any necessary agreement with these authorities;

(b) provide any information they need;

(c) pay for the relevant approval or permission;

(d) meet the requirements of any of these authorities at all times to maintain their approval;

(e) tell them if any information you have given them changes; and

(f) if any approval is amended or ends, you must write to us as soon as you find out.

2.2 You must also do the following: -

(a) give us access to your Premises so that we may install and provide the Services for the System. You shall move any materials, ceiling tiles and other objects obstructing access to and installation of the System or any part of it;

(b) use your best efforts to make sure that your Premises and any equipment you provide are safe and without risk for our employees and agents to do what we must do under the agreement between you and us. When we arrive to install your System, you must also tell us the location of any concealed pipes and wires which may affect the System and the Services and about any known risks and any hazardous materials at your Premises;

(c) provide and maintain a dedicated 240 volt AC power supply to each part of the System and sound electrical earthing connection where it is required for us to carry out the Services. The power supply must be installed by an approved electrician to the relevant regulations and must be safe;

(d) provide information about you, your Premises, your two Keyholders (at a minimum) and any other relevant information so we can provide the Services. You must write to us to tell us of any changes to this information;

(e) Notify your Keyholders that we will contact them and that we may need to write to them;

(f) operate the System according to the requirements of the system design and any instructions and user's handbooks we issue to you from time to time;

(g) be responsible for and compensate us against all liabilities, claims, losses or expenses we suffer if caused: because you or others have damaged or not used the System according to the system design or operating instructions; or as a result of the connection of the System to any equipment or device not supplied by us; or as a result of the events referred to in Further Condition 6.6(b). Paragraph (g) above does not affect our liability under Further Condition 6;

(h) tell us at once:

- of any defect or fault in the System;

- if anyone tampers with the System;

- if any part of the System is damaged or stolen;

- *[if the System has been subjected to any unusual operating or environmental conditions];*

(i) provide a telephone line in the Premises and pay your telephone and electricity bills which the System requires so that the Services are not affected;

(j) complete the log book which we supply, giving details of every activation or event affecting the System, including false alarms;

(k) notify us in writing if you wish to keep any parts of the System which we replace: otherwise, we will dispose of all replaced parts; and

(l) keep the System clean and free from dust and grime to enable it to work satisfactorily.

### **3 What you must not do**

3.1 You must not move or tamper with or attempt to repair the System or allow any others to do so.

3.2 You must not transfer or assign any of your rights or obligations under your agreement with us.

3.3 You must not transfer the telephone line used for the system away from British Telecom or use an alternative call billing company until we have approved the transfer. Failure to adhere to this term may render your system inoperative.

### **4 The purpose of the System**

4.1 The System is designed to deter personal attacks, reduce the risk of loss or damage to the Premises and provide an opportunity to summon Emergency Response and/or Keyholders insofar 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 by any unauthorised person. If this happens, we are not responsible for any losses you may suffer directly or indirectly.

4.2 We do not guarantee to you that: -

(a) particular losses or injuries will be prevented by using the System; or

(b) that the System will work continuously and without errors, in particular where interruptions or errors are due to something beyond our reasonable control.

4.3 Our products are designed and manufactured to high standards. However, even our products, like all mechanical and electronic devices, can develop faults.

4.4 We do not know the value of your personal safety, Premises or its contents and the purpose of this agreement is not to act as insurer of your person, Premises or your contents.

#### **5 One year guarantee**

5.1 We guarantee that we will repair faults in the System free of charge within twelve months from the Start Date. This guarantee does not apply to the matters stated in Further Conditions 5.2.

5.2 The guarantee does not apply to faults caused by the following: -

- (a) incorrect adjustment or positioning by you or other people of settings, keyboards, micro-processors or any part of the System;
- (b) consumable items of all kinds failing. Consumables are items with a finite life such as batteries;
- (c) work carried out by police, fire or other authorities, or by any telecommunications agency or other party; or
- (d) the circumstances referred to in Further Conditions 8.4 (a) and (i).

#### **6 Our liability to you**

6.1 We will try our best to install the System within a reasonable time and we accept no responsibility for delays in installation which are outside our control.

6.2 During the period referred to in Further Condition 1.6, we are not responsible for any part of the Services which we are not then able to provide.

6.3 We accept that we must make sure that the System is of satisfactory quality, that it is suitable for the purpose in Further Condition 4 and that the System will meet with the description provided to you before it was installed. We confirm that we are entitled to sell the System to you.

6.4 (a) As well as the responsibility which we accept in Further Condition 6.3, we accept responsibility for death or personal injury caused by our failure to take reasonable care or to use reasonable skill and we accept responsibility for liability for any fraud perpetrated by us.

For all other liability resulting from our negligence, the most we will pay for loss in aggregate is £250,000 and for all other liability the most we will pay in aggregate is £50,000. We have worked out our service charge based on this limit of liability. If you would like us to increase this limit, you will have to pay an extra charge so we can arrange the appropriate insurance to cover us for the extra liability, the level of which has to be agreed.

6.5 Apart from those responsibilities accepted by us under Further Condition 6.3 and for fraud, death and personal injury under Further Condition 6.4(a), in all other situations we do not accept responsibility for any indirect loss which depends on us having special knowledge of your affairs which we would not normally know, even if the loss is due to our fault.

6.6 We are **not** responsible for the following:

- (a) loss due to the acts or neglect of any other person including you, the provider of the telephone line, or other type of communication technology, a police, fire or other authority or individual. None of these is our agent for any purpose;
- (b) delays, interruptions or suspensions in providing the Services, which are due to any other person (including you), thing or event which we could not reasonably be expected to prevent;
- (c) loss due to the fact that equipment or cabling not supplied by us is connected to or installed near to the System;
- (d) losses resulting from:
  - (i) the police, fire or other authority failing to act;
  - (ii) a signal transmitted to the Alarm Receiving Centre not being received by us for reasons beyond our control;
  - (iii) the failure of any cables or wiring installed within the fabric of the Premises or buried underground prior to the Start Date;
  - (iv) the activation of a circuit breaker not fitted by us which affects the power supply to any part of the System; or
  - (v) any other cause beyond our reasonable control and not caused by our lack of reasonable care;
- (e) losses incurred due to you failing to follow our recommendations in Further Condition 7, or given at any time for additions, repairs, maintenance or any work required to the System.
- (f) losses outside the purpose of the System in Further Condition 4;
- (g) damage unavoidably caused to decorations, fittings and the like at the Premises as a result of the installation of the System or our providing the Services.

6.7 Our responsibility stops if the agreement between you and us is brought to an end or the Services are suspended under Further Condition 10.

#### **7 Our recommendations to you**

7.1 Because of the purpose of the System in Further Condition 4, the limits of the guarantee in Further Condition 5, and the limits of our responsibility to you in Further Condition 6, we strongly recommend that you should take out separate insurance to cover your Premises and the persons at and the contents of your Premises.

7.2 We recommend that you use a dedicated telephone line for the System and that you use an enhanced signalling system which is designed to detect line faults, line cuts or tampering with a telephone line. The System will not be able to transmit signals if the same telephone line is being used by a fax machine or other modem.

7.3 We recommend that you insure the System from the time it is delivered to your Premises.

7.4 We recommend that you contract with your telecommunications supplier for them to supply you with a "priority fault repair service" for at least the telephone line our equipment may be situated on.

#### **8 What it will cost you**

8.1 You are responsible for the charges under the agreement between you and us. The charges include VAT, if the rate of VAT changes during the agreement, you will be responsible for paying VAT at the new rate.

8.2 (a) After the first year from the Start Date and in the years following, we can increase the service charge to cover an increase in the cost of providing the Services in line with the Retail Price Index or to reflect the increased cost of third party charges we may incur in providing the Services. We will tell you in writing of the increased amount which will take effect from the anniversary of the Start Date.

(b) If you do not agree with the increase, you have one month from the date of receiving our request for payment to end the agreement by giving one (1) months' notice in writing to us. Until the end of that notice period, you will still have to pay the service charge without the increase and we will continue to provide the Services.

8.3 You are also responsible for the following Extra Charges:

- (a) taxes, fees, charges or false alarm assessments set by the police, fire or other authority due to the installation or operation of the Personal Attack Alarm system. This does not apply if a false alarm assessment arises from faults which are covered by our guarantee in Further Condition 5;
- (b) any Extra Charges or charges for work done by police, fire or other authorities, or by any telecommunications agency or other party;
- (c) any Extra Charges incurred as a result of changes to the System from the way it is set out in the system design required when it installed required in order to ensure the System is compliant with NSI requirements.

8.4 You must also pay us Extra Charges at our rates for labour and materials current at the time where the following apply:

- (a) faults are caused by you or any other person, thing or event which we could not reasonably be expected to prevent;
- (b) you have asked us to visit your Premises outside Normal Working Hours for a Routine Inspection;
- (c) you ask us to change the System or we need to change it because of changes in your Premises;
- (d) you break one of the conditions of this agreement;
- (e) you ask for help from us under the guarantee in Condition 5 but the guarantee does not apply;

- (f) any replacements, repairs or modifications to the System are needed but are not covered by the guarantee or by the Services, or are needed as a result of a change in a relevant law, standard or regulation governing the System;
- (g) you ask us not to carry out tests on any part of the System which involves us in carrying out additional work;
- (h) the external wiring on the outside of the Premises, or any wiring installed within the fabric of the Premises or buried underground prior to the Start Date not fitted by us, need inspecting, repairing or replacing;
- (i) the System needs inspecting, resetting, reprogramming, repairing or replacing in circumstances where:
- you, your Keyholder or someone else has failed to follow operating instructions, has not locked, closed or secured a window, door or other protected point, has not used or adjusted the equipment or components properly or has tampered with the System;
  - you, or equipment or devices which we have not supplied have caused a false alarm or a failure of the System;
  - your actions or failures, or those of anyone else other than us mean we need to inspect or make repairs or replace any part of the System;
  - rodents, other animals or insects cause damage to or activation of the System;
  - there is a problem on the telephone line or connection;
  - there have been fluctuations or failure in the mains electricity supply or where there has been a corruption or failure of the transmission network;
  - the activation of a circuit breaker affects the power supply to any part of the System;
  - adverse weather conditions cause damage to or activation of the System; or
  - a full insulation or continuity test of wiring is required.
- 8.5 Unless we agree to do so, the charges do not include any work involving carpet laying, concealing cables, redecorating, replastering, building or carpentry work.
- 8.6 There will be an Extra charge if you do not provide full access to the areas where our engineers carry out the Services as a result of which we incur extra time or expense.
- 8.7 Whilst we will make every reasonable effort to work with you or others, any interruptions or delays caused by you or others may result in Extra Charges.
- 8.8 If the agreement is brought to an end under Further Conditions 8.2(b) or 10, the following will apply:
- (a) you will owe us the charges and any other money due to us but not paid at the end of the agreement;
- (b) you will owe any further telecommunication charges charged to us in relation to the System and/or the monitoring of it where we are unable to obtain a refund;
- (c) if you have already paid us more than the amounts due under (a) and (b), we will refund any overpayment;
- (d) we may also take further action against you if you have broken this agreement.
- 8.9 Where the installation of any repairs to or replacement of the System continues for more than one month, we reserve the right to submit progress or interim requests for payment of the our charges based on the amount of work completed and / or the amount of equipment delivered to the Premises.

## **9 Payment**

- 9.1 You must pay the cost of the System and installation charge when we complete the installation of the System and the separate charge for the Unique Reference Number referred to above on the Start Date. You must pay these charges by cash, cheque or credit/debit card.
- 9.2 You must pay the service level fees (where required) either monthly in advance by direct debit or if agreed with us yearly in advance.
- 9.3 You must pay the Extra Charges under Further Conditions 8.3 to 8.7 within 14 days of the date of our invoice or our request for payment.
- 9.4 You must pay all other amounts within 14 days of the date of our invoice or our request for payment.
- 9.5 We expect you to pay promptly. If payment is overdue, we will charge you interest, from the date of our invoice or when we ask for payment until the date you pay, at 4% over the base rate of Barclays Bank Plc.
- 9.6 Even if the System has been delivered to your Premises and installed there, the System remains our property until the charges for the sale and installation of it have been fully paid. Until then:
- (a) you must take good care of the System for us; and
- (b) we may apply to court to repossess the System.
- 9.7 we do not accept post-dated cheques unless formally agreed beforehand by our accounts department.
- 9.8 we reserve the right to request a deposit before commencing the installation. Should we require a deposit, this will be detailed within our quotation and will need to be paid before any work commences.

## **10 Ending or suspending the agreement**

- 10.1 Subject to 10.2 and 10.3, you or we may end the agreement by giving you at least one (1) months' notice in writing to expire at any time after the first anniversary of the Start Date.
- 10.2 You or we may end this agreement immediately if:
- (a) the Alarm Receiving Centre or the System is destroyed or so badly damaged that we cannot reasonably continue to provide the Services;
- (b) we cannot arrange or keep the telecommunications facilities needed to transmit the signals between your Premises, the Alarm Receiving Centre and any police, fire or other authority.
- 10.3 We may either end the agreement or suspend the Services for a period we consider appropriate if any of the following apply:
- (a) you fail to make payment under Further Condition 9;
- (b) you commit a serious breach of your agreement with us, or one which has serious consequences;
- (c) you commit any breach of your agreement with us which can be corrected by you, and you do not put matters right within 30 days of our telling you that you have broken the agreement and must put it right;
- (d) if you die, become bankrupt, enter into any kind of arrangement or settlement with your creditors or if a receiving order or administration order is made against you;
- (e) if any legal proceedings are taken against the System or your Premises or any part of the Premises;
- (f) if you fail to follow any recommendation we make for repairing or replacing faulty or old parts of the System, or for repairs to your Premises which we consider necessary for the System to work properly, or to prevent unnecessary damage to the System;
- (g) if you do not follow the operating instructions or if, for any other reason which is or should be within your control, there are an excessive number of false alarms;
- (h) if you change your Premises in such a way that we believe it is no longer practical for us to carry on providing our Services;
- (i) if the police, fire or other authority take away their approval, or will only give their approval depending on conditions, which we believe make it no longer practical to carry on providing our Services.
- 10.4 If we give you written notice of suspension, this suspends what we have to do under your agreement with us (see Further Condition 1) and we have no responsibility until the suspension is lifted or the agreement ends. We will tell you in writing if we lift the suspension.
- 10.5 If your agreement with us ends, we will stop providing our Services. We may also disconnect the System to prevent signals being transmitted to the Alarm Receiving Centre.
- 10.6 Should any severe condition arise which will prevent either us or our ARC from carrying out their function we reserve the right to declare a "MBORC" which will remain in force until such time as we or our ARC deem necessary. When an MBORC event occurs, any commitments are

suspended for the duration of the event - in effect the clock stops. Any legally binding dates (for service provision for example) or timescales (such as repair timescales) will be suspended until the MBORC event or cause stops affecting us or our ARC.

10.7 you agree that whilst you own the system once full payment has been received, the following items (if installed) remain our property at all times and must be returned to us should you terminate the contract: -

- Paknet Transmitter units.
- RedCare STU
- DualCom GPRS
- DualCom GSM
- WebWayOne TCP/IP alarm Interface Units.

10.8. Should you terminate your agreement (after the minimum term), any monies paid by you in advance for services to be provided will be held in suspense with us. This value can be utilised on any future work with us. We do not refund any monies paid for services in full or part thereof.

10.9 Should you wish to transfer any or all of your services to an alternative security company, we will upon receipt of your termination letter formally acknowledge your intentions in writing and provide all necessary administrative assistance with regards to the transfer **providing that** all the requirements of your contract have been fulfilled according to these terms and conditions.

## 11 General

11.1 We may hand over all our responsibilities under this agreement to another company or transfer any rights under it. We may also employ others to carry out our tasks. This will not reduce your rights under the agreement.

11.2 If you have made the agreement together with someone else, you are liable both jointly and individually to us.

11.3 Data Protection Act 1998. We may pass on the information you have given to us under this agreement to any police, fire or other authority and, except for security details, to any credit reference, debt collection or public telecommunications agency.

11.4 This agreement is governed by the laws of England and Wales.

11.5 We intend that all conditions of your agreement with us are located on our website and within the system design.

11.6 We reserve the right to programme the System to signal to the Alarm Receiving Centre using a national rate telephone number.

11.7 All drawings, illustrations, literature, technical data sheets and the like which accompany our system design proposal and any weights and dimensions (all of which we reserve the right to alter without notice) are intended to present a general idea of the products described and are approximate only and in no case constitute a condition.

11.8 If you or we want to change the conditions of the agreement, it must be done in writing and signed by you and by one of our directors.

11.9 If we do not insist on the strict conditions of this agreement, we may still enforce all the conditions against you on other occasions. If you break a condition and we do not take any action against you, it does not mean that we will not take action against you if you break it again or continue with the same breach without putting it right, or if you break any other conditions.

11.10 If a court finds that part of the agreement is not enforceable but can be kept separately from the rest of the agreement, this will not affect the remainder of the agreement.

## 12 Regulations

We are an NSI Gold accredited company for the following services within our industry: -

- Intruder Alarms
- CCTV
- Access Control

This accreditation is the very highest accolade within our industry.

The company is insured to provide other product and services which are not listed above. In carrying out all work, we will endeavour to ensure that we remain strictly within standards set by any applicable bodies.

## 13 Complaints

We are committed to providing you with the highest standard of service and customer care. We realise however there may be occasions when you feel that you did not receive the standard of service you expect. Should you have cause for complaint please contact us and we will work with you to try to resolve your complaint within 28 days.

Please write to us at: Customer Care, Western Security Systems Ltd, South Glade, Gwaelod-y-Garth, Cardiff, CF15 9TS

We will deal promptly with your query. Unless we can satisfactorily resolve your complaint within 24 hours we will send an acknowledgment within five working days. If, after following the above procedure your complaint has not been resolved to your satisfaction you can ask for it to be dealt with by our inspectorate body at the following address: -

National Security Inspectorate, Sentinel House, 5 Reform Road, Maidenhead, SL6 8BY

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