

## terms and conditions

### Background

We agree to provide equipment, services and support to you under the following terms. These terms form an agreement between you and us and you must read them together with any other documents we have said form part of this agreement.

### Definitions

the **Company**: Interphone Limited, a company registered in England and Wales under company number 00692333 and trading at Interphone House, 12-22 Herga Road, Harrow, HA3 5AS.

**Contract Sum**: the sum agreed by the parties and included in the Quotation.

**Equipment**: the equipment that you have ordered from us which we agree to install, rent, sell or maintain.

**Quotation**: the detailed contract quotation, containing designs, schedules (if any) the Contract Sum and Project Plan and Payment Terms.

**Materials**: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, budgets and any other materials provided in connection with the Design Service, the Project and the Works including all updates, amendments, additions and amendments to them.

**Normal Working Hours**: Monday to Friday 8.30 to 4.30. Except UK Bank Holidays

**Payment Schedule**: The payment terms detailed in the Quotation

**Practical Completion Certificate**: Issued by the Company on satisfactory testing and completion of the Works.

**Project**: the development of the Property for the purposes identified in the Quotation.

**Project Plan**: the timetable within which the Company will implement the Project as set out in the Order Confirmation.

**Property**: the Property identified in the Quotation.

**Works**: the works and services required for the design, installation, completion and commissioning of the Project.

**You/Your**: the customer named in the Order Confirmation.

Clause, schedule and paragraph headings shall not affect the interpretation of this terms and conditions

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns. A reference to a **Company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time

A reference to **writing** or **written** includes fax and e-mail.

### Your responsibilities

1. You acknowledge that the Company's ability to provide the Works is dependent upon your full and timely co-operation.
2. You must where available provide accurate specifications, drawings any other information or facilities to enable us to carry out our responsibilities in line with your needs.
3. You must obtain and keep any authorisation that you need to install or use the equipment. This could include licenses for transmitting and receiving broadcasts, permission from your landlords, local authority or other relevant person.
4. If the specific equipment installed requires software you must ensure that you have the relevant software licenses. If you do not do this, we can end this agreement. If necessary, you may have to pay us for the software licenses.
5. You must provide a 240-volt AC unswitched power supply, in every place where the equipment will be operating.
6. You must let us know if there are significant hazards or risks including asbestos at the installation or maintenance address. If you have indicated that there are Health and Safety risks including asbestos, please provide further information and a copy of the asbestos register, if appropriate. Work will not be commenced until this information is received.

### Commonhold & Leasehold Reform Act

7. Where applicable, you must ensure that before proceeding with the order that you have complied (where necessary) with the requirements of Section 20 Commonhold & Leasehold Reform Act 2002. The Company will accept no responsibility for any delays arising from the Customers failure to comply with the Section 20 provisions.
8. Failure to comply with the consultations provisions as set out in Section 20 Commonhold & Leasehold Reform Act 2002 when placing this Order may result in the signatory to the Confirmation Order being made personally liable to the Company for all costs incurred and or arising from this Order.

### Delivery and Insurance

9. Delivery dates are best estimates. Whilst the Company will use best endeavours to meet such dates, no liability is accepted by the Company if the dates are not met.
10. In any event confirmation of delivery dates will be subject to (a) any sums due for payment being made in accordance with the payment terms; (b) receipt of any technical approvals from you or your agent.
11. Equipment will remain Company's risk up to the date of delivery to the Property. From and including the date upon which delivery to the Property takes place, insurance cover will be your responsibility.
12. In the event you wish to delay delivery to the Property beyond the original delivery date or delivery is delayed to site for reasons which is not the responsibility of the Company, the Company will arrange storage and insurance for the equipment at your expense.

### Payment

13. All sums payable under this agreement shall be paid in full without any deductions or withholding or set-off.
  14. All payment terms are subject to a satisfactory credit check.
  15. Outright Purchase: You will pay an initial deposit of 50% (or other agreed value) on acceptance of our Quotation. The deposit must be paid before the installation commences. Depending on the value of the contract the balance of the Contract Sum will be subject to payment applications during the installation programme and/or a final invoice on issue of the Practical Completion Certificate. Payment is due within 7 days of application or invoice.
  16. Rental & Maintenance: You will pay an initial 50% of the annual rent (inclusive of VAT) on the acceptance of the Confirmation Order. Thereafter you will pay on the due date as stated in the Rental or Maintenance Agreement. The due date will be the 1<sup>st</sup> day of service period covered by the relevant invoice.
  17. If you fail to pay any amount payable, the Company shall be entitled, but not obliged, to charge interest on the overdue amount. Such interest shall be payable forthwith on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 5% per annum above the base rate for the time being of the Bank of Scotland. Such interest shall accrue on a daily basis and be compounded quarterly.
  18. The Company reserves the right to claim interest under Late Payment of Commercial Debts (Interest) Act 1998.
  19. Further, without prejudice to any other rights and remedies available to it the Company reserves the right, if payment is not received by the due date, to suspend performance of all obligations under the terms and conditions until such time as all outstanding payments are received in full (together with any interest payable thereon).
  20. Failure by you to make payment shall also entitle the Company free access to the Property wherein the Works have been carried out and to remove at your cost all materials and goods installed or provided during the Works.
- ### Additional Services or Variation of Works
21. Where you require additional services and/or variations from the Works described in the Quotation you must give us written details of the changes and any more information we may reasonably require.
  22. Such works shall be the subject of a variation order. The Company shall submit a quotation for such Works you shall

confirm your agreement in writing before the works are carried out.

23. Where the additional services or variations cannot be accurately assessed by the Company or are urgently required you shall pay the Company such sum agreed between the parties; and or if the parties do not agree you shall pay a fair and reasonable sum for the additional services/variations carried out based upon time spent which will be calculated using the Company's prevailing day work rates or the rates set out in the Quotation plus a charge for any additional materials and/or equipment supplied.

**Substitution of Equipment and Materials**

24. The Company wishes to provide you with the best and most appropriate equipment available within the Contract Sum. The Company reserves the right, for whatever reason, and at whatever stage of the Project, to substitute any equipment and/or materials specified in the Quotation or elsewhere with equipment and/or materials of an equivalent or superior quality.

**Development and Completion of Project**

25. The Company, where applicable, will appoint a project manager who will liaise with you throughout all phases of the Project.
26. Any subsequent additional visits required due to lack of reasonable access being provided, will be charged at the Company's prevailing day work rates specified in the Quotation.

**Design Service**

27. The services to be carried out by the Company during the Design Service may include some or all of the following; preparing, developing and completing positional and/or schematic drawings and other Materials for the Works; wiring and installation schedule(s), the Quotation, Project Plan and reasonable liaison with you to agree any amendments or revisions required to the Project and/or proposed Works.

**Installation and Dayworks**

28. The installation date is the date mutually agreed by the Company and you for the installation of the equipment.
29. The installation will be carried out by engineers with the necessary skill and expertise and with high quality materials, in line with current legislation and European Standards.
30. The Company's engineers will require access to the premises during the course of the installation. Works will be carried out during Normal Working Hours. Any subsequent additional visits required due to lack of reasonable access being provided, will be charged at the Company's prevailing day work rates specified in the Quotation.
31. Every reasonable effort will be made to work with you or others on site, any interruptions or delays caused by you, your staff or others resulting in our engineers been required to return to the site to carry out works outside the agreed installation period will result in additional charges being levied at the Company's prevailing standard contracted rates.
32. Where a budget quotation has been provided, the premises will be surveyed prior to installation by our engineering supervisory staff. Any essential deviation, incurring additional expense, will be notified to you and/or your agents before commencing work.

*Cabling:*

33. Where the quotation is based on re-using existing cabling, it shall be assumed that the existing cables are complete, free from damage and suitable for the technology being installed. The Company reserves the right to charge for any remedial or cable extension works.
34. Should, any of the cabling prove to be faulty or unusable you will be notified. We will submit our recommendations and a revised quotation.
35. Any new cabling agreed will be surface mounted and will be subject to a suitable route being found.
36. In the event the Company is required to proceed with the installation contrary to the recommendations, the warranty provided will be limited to the equipment and installation, excluding all faults resulting from the defective cabling.
37. Where the Company's quotation includes cabling works the quotation is based upon surface wiring or within containments provided by others.

38. Subject to specific written instructions, the Company is prepared to install cable within chases provided by others. Suitable cable routes must be provided where cable are to be installed within stud partitions, under carpet or below floor boarding.

39. You must carefully select the positioning of the entrance panels and CCTV cameras. You must understand that cameras obey the normal rules of photography; e.g. if a subject is illuminated from behind (sun or other means) it is probable that only a silhouette will be observed on the monitors. Entrance panels should be located in areas where there is sufficient high level of lights to ensure best results.

40. Where there are double doors at the main entrance you must ensure one of the leaves is bolted

*CCTV:*

41. Installation relating to CCTV equipment the Company will supply you with the manufacturer's user manuals; the Company will also provide a specified amount of basic user training to customers, their agent or appointed operative(s) on an agreed date. In the event that all interested parties are not able to attend or in the future should there be a change in customer personnel or operative(s) or for any other reason additional training sessions can be arranged at an additional charge. Charges will be based on our charging rates prevailing at the time.

*Door Entry Systems:*

42. Installation relating to electric door releases, the Company's standard installation is suitable for night latch type locks (e.g. Yale, Chubb 3R35X) fitted to timber frame doors. If your doors are of metal construction you must provide details of the manufacturer or drawings of the main entrance door to enable us to identify the most suitable lock. Special door releases will incur an extra charge.
43. Installations of door entry systems does not allow for the provision of a lock unless specified in the Quotation.

**Outright Purchase:**

44. Retention of Title: The Company shall retain ownership of all Equipment as suppliers until payment has been settled in full. Any possession of the Equipment by you shall be as Bailee and agent for the Company.
45. The Company will take all reasonable precautions against damages to the premises but shall not be responsible for any damage however caused.
46. Defective Works: You must within 28 days of the installation being completed notify the Company in writing of any defective work or materials.
47. The Company shall within a reasonable time remedy any such defect provided payment terms have met.
48. The Company shall under no circumstances be held responsible for any consequential loss from any act or omission on its part or any defect in the Equipment or any breach of contract.

**Rental Agreements:**

49. The Company's quote may contain a rental proposal for a duration of 5 or 7 years (although a longer term may be agreed) whereby you rent the entire installation from this Company.
50. You will be required to enter into a separate Rental Agreement which contains other conditions and provisions relating specifically to the terms of hire.
51. In the event you fail to enter into a Rental Agreement the installation will revert to an Outright Purchase and you shall pay the Charges specified in the Quotation and in accordance with these Terms and Conditions.
52. The Company can only offer a Rental Agreement to a body corporate and not an individual.
53. The Company during the duration of the Rental Agreement warrants to keep the installation in efficient working order and to provide a comprehensive maintenance cover.
54. You may terminate the Rental Agreement during the duration however this would be subject to an early termination charge.

**Maintenance Agreements/Support:**

55. The Company provides an office based telephone customer support desk. This operates between 09.00 to 16.30 Monday to Friday (Normal Working Hours) GMT excluding bank holidays. An out of hours' service is available Monday to Friday

- between 16.30 to 22.00 and on weekends and Bank Holidays between 09.00 and 22.00.
56. The Company will deliver support services in line with response times given. It will do everything reasonably possible to resolve any reported problems with minimum delay and will keep you informed about what we are doing to resolve the problems.
  57. The Company's Quotation may include a proposal for a Maintenance Agreement. You will be required to enter into a separate Maintenance Agreement which contains other conditions and provisions relating specifically to the level of cover required.
  58. The level of cover will depend on your requirements, but is generally offered in three basic packages the key features of which are as follows:
    - (i) Comprehensive:
      - a) 5 day cover – Monday to Friday between 09:00 to 16:30
      - b) Response time within 24 hours during Normal Working Hours;
      - c) Out of Hours service available Monday to Friday between 16:30 to 22:00 and on Weekends and Bank Holidays between 09:00 and 22:00. Calls are chargeable at our contract rates
      - d) Depending on the equipment one to two annual Preventative Maintenance visits including labour and consumables
      - e) All replacement materials and labour caused by fair wear and tear
    - (ii) Labour Only:
      - a) (a) to (c) above
      - d) 1 or 2 (depending on equipment) Preventative maintenance visits including labour only
      - e) Report requiring chargeable works (where applicable)
      - f) Labour for fault call outs
      - g) Parts and materials are chargeable including repaired items
    - (iii) PPM:
      - a) (a) to (d) from Labour Only above
  59. All Rental Agreements include comprehensive maintenance cover.
  60. The Company is able to offer 'bespoke' contract terms where required as we recognise that not every site will necessarily fall within standard parameters of service.

#### Loss of Equipment:

61. The Company will take responsibility for the safekeeping on-site of its tools and Equipment prior to installation. The Company will hold you liable for any loss or damage to the Equipment (or any part thereof) on site once cables have been drawn and/or the Equipment has been fixed in situ.
62. You will indemnify the Company in full against all claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever in respect of any such loss or damage.

#### Copyright

63. The copyright in any Materials and the like produced by the Company belong to the Company. Use of any Materials supplied shall be permitted only for the purposes and specific Project for which it was produced by the Company and as identified in the Proposed Contract Documents. On completion of the Project you may retain copies of the Materials for information and reference purposes provided you have paid in full for the Works and services rendered.
64. For the avoidance of doubt use of the Company's Materials, by any other person or body appointed directly or indirectly by you or for any other project other than that which it was originally intended shall attract a fee equivalent to 20% (twenty percent) of the Contract Sum quoted in the Proposed Contracts Documents.

#### Access for Promotion

65. The Company shall have the right to access the Property for the purpose of taking photographs in relation to the Project both prior to and after completion of the Works and shall have and retain all copyright in the said photographs. The Company may at its sole discretion utilise the photographs in reference and promotional materials, portfolios and or publications.

#### Warranties

66. Each of the parties warrants to the other that it has full power and authority to enter into the Project
67. The Company warrants that it will install the Equipment using reasonable skill and care and that it has good title to the Equipment.
68. Without prejudice to the your statutory rights and subject to you completing any warranty registration requirements, the Company will pass on the benefit of any remaining extended warranty applicable to any materials supplied by the Company.
69. The Company warrants that the installation will be free from defects in material or workmanship for a period of 12 months ("the Warranty Period") following the date of partial/final handover or Practical Completion Certificate, whichever is earlier.
70. The Company's warranty is conditional. The Company shall have no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, acts of god, the failure or irregularity of the power supply, failure to follow the Company's instructions (oral or written), accident, neglect, misuse, vandalism, alteration or any attempt by any person other than the Company's employees or agents to adjust, repair or maintain the Equipment.
71. In the event of a defect and subject to receiving written notice, no later than the expiry of the Warranty Period, the Company shall at its own expense and within a reasonable time after receiving such notice, at its option, reinstall, repair or replace the Equipment or such parts of it as are defective or otherwise remedy such defect.
72. The Company shall have no liability or obligations under the warranty other than to remedy breaches thereof by the provision of materials and services within a reasonable time and without charge to you, save that if the Company shall fail to comply with such obligations within a reasonable time, it shall be liable in damages to the you provided that its liability for such failure shall be limited to a sum equal to the price paid to the Company for the equipment.
73. The warranty is conditional upon the following; the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, the failure or irregularity of the power supply, failure to follow the Company's instructions (whether oral or in writing), accident, neglect, misuse, alteration or any attempt by any person other than the Company's employees or agents to adjust, repair or maintain the Equipment.
74. Where the installation has been delayed by more than SIXTY days from the date of commencement of the installation Works for reasons other than the fault of the Company, you hereby acknowledge that the Warranty Period on equipment purchased at that time will have commenced and the resultant delay will consequently impact on the post installation period of cover offered.
75. One month before the expiry of the Warranty Period, the Company may contact you and offer you the opportunity of entering into a stand-alone maintenance service agreement.

#### Liability and Indemnities

76. Both the Company and you acknowledge that in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement and any condition, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law. Nothing in this agreement excludes liability for fraud.
77. Exempt in the case of death or personal injury caused by the negligence of the Company or its employees, the company's liability under or in connection with this agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the Contract Sum paid to the Company under this Contract.

#### Non-Performance

78. In the event you withdraw from this agreement after receipt of a signed Order Confirmation but prior to the Company carrying out an installation for any reason other than the fault of the Company, you will indemnify the Company for a sum equivalent to 10% of the total Contract Price to cover

consultancy and other related administrative expenses incurred by the Company directly or indirectly as a result of your withdrawal from the Order.

79. In the event the Company has placed an order for specific products and equipment in respect of the Works you will be liable for all cancellations charges (including in particular the direct cost of all materials purchased and labour contracted specifically for the relevant job) delivery, transit or any other associated costs levied by the supplier(s).

#### **Cancellation**

80. The Company may cancel the Agreement with immediate effect by giving notice in writing to you if you:
- Commit a material breach of any of your obligations under the agreement which if remediable is not remedied by you within 30 days' of the written request to cure the breach;
  - Fail to pay any sum due and payable by you under the agreement within 7 days' of the written request; or
  - Become (1) insolvent or bankrupt; (2) have a receiving order or administration order made against you or compound with your creditors; (3) being a corporation commence to be wound up (not being a member's voluntary winding up for the purposes of reconstruction or amalgamation); or (4) carry on your business under an administrator or administrative receiver for the benefit of your creditors or any of them, then the Company shall have the right forthwith by notice in writing to you or to the administrator, administrative receiver or to the liquidator or to any person in whom the contract shall have become vested to terminate the contract. Alternatively the Company by giving notice may at its sole option give such administrator, administrative receiver, liquidator or other person the option of carrying out the contract subject to its providing a guarantee for the due and faithful performance of the contract in such form and up to such amount as the Company shall decide.
81. In the event of the contract being cancelled under this clause the Company shall have the right by prior notice to you, to enter the Property for the sole purpose of removing any item, Equipment or materials which are its ownership and which are clearly identified as such. The exercise of these rights under this clause shall not prejudice any of the Company's rights or obligations accrued prior to cancellation and the provisions referred to in the clause relating to Cancellation as continuing obligations shall apply.

#### **Data Protection**

82. The Company is committed to providing high quality, secure Services and will take all appropriate steps to protect Personal Data (as defined in the Data Protection Legislation). For the purposes of the Data Protection Legislation, you are the Data Controller and Company is the Data Processor of any Personal Data.
83. The Company will immediately and no later than within 24 hours report any breach of the Data Protection Legislation to you (where the breach relates specifically to Customer Personal Data).
84. You have the right to audit Customer Personal Data processed by Company and/or its contractors and suppliers during the term of any agreement on reasonable notice during business hours.
85. The purposes for which Personal Data is processed and stored are set out in the Company's Privacy Statement which can be accessed via the website at [www.interphone.co.uk](http://www.interphone.co.uk)
86. The Company will only collect, hold and process necessary non-sensitive Personal Data required for contract performance. You recognise the need for the Company to process Personal Data in order to deliver the services and acknowledge that the Company will be entitled to share this information securely with its suppliers and contractors in order to fulfil this Contract.
87. You hereby accept that the Company may contact you or any relevant connected person to you in order to provide services; delivery updates and contract notices.
88. You acknowledge that the Company may hold Personal Data following contract termination. This data will be stored

securely and will be destroyed in accordance with the Company's Privacy Statement.

89. You confirm that you will indemnify and keep indemnified Interphone in relation to all losses, liabilities, costs, expenses, damages, fines and or claims experienced by the Company as a result of you not acquiring the necessary consents and permissions that you are required to obtain from any data subjects (in connection with the use of the Company's rental; maintenance or installation services) and/or breach of your obligations as a Data Controller under the Legislation.

#### **Recycling Service on New Installations & Upgrades:**

90. The Company adheres to the Waste Electrical and Electronic Equipment (WEEE) Directive.
91. The Company can help you dispose of your old equipment in an environmentally friendly manner by taking away your old equipment when we deliver and install our new Equipment.
92. The Company will remove and dispose of your old equipment on a free of charge basis if the original installation was installed under the terms of a Rental Agreement with us.
93. If you are acquiring the Equipment on an outright purchase basis we will provide in separate costs in our quotation for recycling.
94. You must indicate on the Order Confirmation as to whether you would like us to arrange recycling on your behalf or whether you intend to make your own arrangements.

#### **General Terms**

95. The Company may ask someone else to carry out our responsibilities and we can transfer any or all of our rights under this agreement. You may not transfer your rights under this agreement unless we first give you our permission in writing which we will not unreasonably withhold.
96. Neither this Company or you will be responsible for any claim if the other cannot carry out their responsibilities under this agreement because of an event which is not in their reasonable control (E.G. this can include war, industrial disputes, fire, lightning, explosions, floods, subsidence or severe weather).
97. You enter this agreement on the basis that you have used your skill and judgment in deciding to enter into it. If there is anything you have been told that is not specifically in this agreement, which you have based your decision on, you must notify us in writing. If not, the Company will not accept responsibility for it (unless it is deliberately wrong).
98. Any changes to the terms of this agreement are only valid if they are in writing and signed by one of the Company directors.
99. The Company may decide at any time not to enforce its rights under this agreement; however it would still be entitled to enforce its rights on all other occasions. Furthermore, in taking such action the Company shall not have waived any other rights or claims for breach of contract, damages, loss of profit or otherwise.

#### **Address for Service of Notices**

100. Any notices served by the Company shall be sent by post to you last known address or registered office address. If, you need to give written notice you must send it to our trading address at Interphone House, 12-22 Herga Road, Harrow, HA3 5AS by recorded delivery in either case the notice will have been properly served two working days after it has been posted.

#### **Disputes and Arbitration**

101. The parties will attempt to resolve any disputes amicably. All disputes under these terms and conditions. In the event an agreement cannot be reached the dispute may be referred to arbitration. Any adjudication shall be conducted in accordance with the edition then current of the TeCSA Adjudication Rules.

#### **Third Party Rights Exclusion**

102. No other person has any rights under this agreement except you, this Company or someone who has rights transferred to them.

#### **Severance**

103. If any provision or part-provision of these terms and conditions are or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision

or part-provision under this clause shall not affect the validity and enforceability of the rest of the terms and conditions.

**Governing Law**

104. These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**Jurisdiction**

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