

## VIDECOM QUOTATION TERMS & VIDECOM STANDARD TERMS AND CONDITIONS OF SALE

This document combines the Videcom Quotation Terms in section A, to be read in conjunction with any of our quotations and the Videcom Standard Terms And Conditions Of Sale in section B.

DOCUMENT CONTROL		
Date	Version	Summary of Changes
01-12-2023	2v9	---
25-07-2024	3v0	Added introductory paragraph. Document formatting. Added this Document Control section.

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## **SECTION A VIDECOM QUOTATION TERMS**

Thank you for choosing Videcom Security to provide a quotation for your security system, Videcom Security are a national CCTV, Access Control and Security Systems integrator and further information about Videcom can be found at <https://videcomsecurity.co.uk>

The quotation and designs conform to BS EN 51032-1, BS EN 50132-7 and SSAIB CCTV and ACCESS Control codes of practice.

### **MAINTENANCE**

Your new system comes with 12 months warranty including where applicable manufacture supported warranties. Videcom provide maintenance support contracts covering the ongoing maintenance and service support of your security system. A Maintenance Agreement will be submitted for approval upon completion of the Installation.

### **RECOMMENDED OBJECT SIZES**

The size of an object (target) on the monitor screen should have a relation to the operator task, e.g. detection, recognition or identification. If the target is a person and the CCTV system has an installed limiting resolution of better than 400 TV lines for analogue CCTV systems, the recommended minimum sizes of this target are:

- a) For **detection** of an intruder the target should represent not less than 10% of picture height
- b) For **observation** of an intruder the target should represent not less than 25% of picture height
- c) For **recognition** the target should represent not less than 50% of picture height.
- d) For **identification** the target should represent not less than 100% of screen height.

These guidelines are recognized throughout the CCTV industry.

For modern IP based systems, including Full HD and Ultra HD CCTV Videcom recommend the following minimum standards based on number of pixels(px) in the image per meter.

- a) For **detection** of an intruder the target should represent not less than 40px/m
- b) For **observation** of an intruder the target should represent not less than 100px/m
- c) For **recognition** the target should represent not less than 200px/m.
- d) For **identification** the target should represent not less than 400px/m.

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## **LIGHTING**

External areas to be viewed will require a minimum of 5.0 lux white light for the cameras to produce effective colour images. Internal cameras require 5.0 lux and should function within normal working light levels. Should additional lighting to meet the above specification be required, this will be provided at the client's expense. Where cameras are supported with Infrared Lighting the images will be in monochrome and the effective range of the IR lighting will be specified in the camera technical information.

## **CAMERA POSITIONS**

Final camera positions to be confirmed prior to commencement of works and marked on the as fitted drawings, together with camera power provision, network IP details and installed resolutions.

## **ENVIRONMENTAL**

Videcom Security are an ISO 14001 registered company and committed to reducing our impact on the environment and in the communities and businesses where we work.

Further information on our greener CCTV solutions can be found at:

<https://videcomsecurity.co.uk/environmental.html>

## **GENERAL NOTES**

Unless included within our works. Before commencement of the installation, it will be the responsibility of the customer to provide a dedicated 230/250 volt AC un-switched, neon indicated mains power spur adjacent to the control equipment. It is recommended that an approved electrician installs this.

Unless otherwise stated. All cabling has been costed as surface run and no allowance has been made for builders work or for any other making good which if required will be charged at extra cost. No containment system has been allowed for in our specification except where specifically stated.

Where appropriate the customer is asked to advise Videcom of the location of any concealed water, gas, electricity, telephone or other services before work commences. In the absence of such advice Videcom cannot accept liability for damage to these services or any consequential damage.

Unless otherwise stated. The quotation is based on the assumption that all parts of the system to be installed and serviced are safely accessible by ladder or steps. If scaffolding or other means of access are required, the customer shall provide it free of charge. If Videcom has to supply it the customer shall pay Videcom reasonable charges. The customers shall warrant that any scaffolding or other means provided will be safe when properly used.

Unless otherwise stated, the specification has been priced on the understanding that the Company's engineers will carry the work out between the hours of 9.00am to 5.00pm Monday to Friday excluding public holidays. Any alterations to the above times may be chargeable.

Videcom will endeavour to conceal cables where possible although where impracticable the cables will be surface run. Only those parts of the wiring required by the relevant British Standards to be protected will be enclosed in conduit/plastic trunking, or where specified.

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Videcom does not accept responsibility or any liability for the performance or reliability of equipment or wiring that has not been approved, supplied and/or installed by ourselves.

The installation will be fully warranted for twelve months from the commissioning date, subject to all payments being up to date.

### **DATA PROTECTION**

Your attention is drawn to compliance with the CCTV data protection legislation (Data protection Act 1998).

The Act applies to commercial and public CCTV systems only, and is enforceable where a CCTV system obtains, records, or stores personal data in the form of video images.

Your CCTV or ANPR system may need to be registered by notifying the Information Commissioners Office - telephone 0303 123 1113. The notification period is one year and a fee is chargeable. **CCTV warning signs must be displayed** to show that CCTV cameras are recording, stating the purpose of the system and including details of who manages the system and how to contact them.

For more information contact the Information Commissioners Office [ico.org.uk](http://ico.org.uk) and refer to the [ICO CCTV Checklist](#).

### **HEALTH AND SAFETY TRAINING**

Unless specified otherwise, all Videcom Quotations exclude additional costs associated with any site specific health and safety training that may be required due to specific site risks not identified at time of survey or enquiry. Videcom retain the right to raise additional charges in lieu of these costs. All customers are required to provide an Asbestos Register and any other relevant health and safety site information.



## **SECTION B VIDECOM STANDARD TERMS AND CONDITIONS OF SALE**

### **1 EFFECT**

For the purposes of this document Videcom shall mean Videcom Security Ltd, or any other associated company, its servants, agents or sub-contractors or any other company working for or on behalf of Videcom Security Ltd.

These terms and conditions shall prevail over any proposed by the Customer (Purchaser) or implied by trade custom or practice and all transactions will only be concluded on that condition. Videcom's failure to object to any other terms proposed by the Customer shall not be deemed a waiver of that condition.

### **2 QUOTATIONS AND ORDERS**

- 2.1 Orders are accepted at the prices shown on current quotations and price lists but Videcom reserve the right to amend these prices to those ruling at the date of dispatch, and to amend any accidental errors or omissions. Subject to any amendments required for omissions, arithmetic or other errors fixed price quotations will be valid for a maximum of 30 days.
- 2.2. Following the acceptance of order Videcom reserves the right to discontinue or modify products or to supply alternative products of similar or better design without incurring any liability to modify existing instruments or products to the later design. All manufacturers' brand names or model or reference numbers stated in quotations are stated for reference only and this does not imply that these particular products will actually be supplied or installed.
- 2.3. The placing of a verbal or written order direct or by any means including but not restricted to telephone, facsimile, telex or electronic mail by the Purchaser shall be deemed as acceptance of the foregoing Terms and Conditions.
- 2.4 All quotations are based on the Videcom standard hours of work which is 9.00am to 5.30pm, Monday to Friday.
- 2.5 **Divisibility Clause**  
Any order or contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect or default in delivery of any other instalment.

### **3 TITLE TO GOODS**

Title to goods or services applied shall not pass to the Purchaser unless and until full payment has been made to Videcom, but this shall not relieve the Purchaser of the responsibility for goods stolen or otherwise lost after collection or receipt of goods.

#### **4 CUSTOMER'S RESPONSIBILITIES**

##### 4.1 The Customer is responsible for:-

- (a) Ensuring that the environmental conditions at the site or place of installation (as approved by Videcom and/or other relevant authority from time to time) are maintained at all times.
- (b) Ensuring that Videcom engineers or duly authorised representatives have full free and timely access and the Customer shall provide adequate working and storage space, and such other facilities as the engineers may reasonable require and shall observe any legal or statutory requirements including but not exclusively relating to Health and Safety at work.

4.2 The customer shall maintain all such records as are required by their terms and conditions and those recommended by Videcom (from time to time) or required by law or by Health and Safety requirements.

4.3 The Customer shall indemnify Videcom against all claims from themselves and of others in the event that the Customer allows any Videcom supplied product to be altered, adjusted or interfered with by other than Videcom authorised engineers.

#### **5 WARRANTY**

5.1 Excepting when any specific guarantee agreement is arranged and except for any warranty, conditions or liability implied by law, our liability in respect of any defect in or failure of the goods or services supplied, or for any loss, injury or damage attributed thereto, is limited to repairing or replacing any good which show defects arising solely from faulty materials and/or workmanship, within a period of twelve (12) calendar months from the date of sale or for the length of the manufacturers guarantee whichever is the shorter.

5.2 Videcom warrants that it will exercise all reasonable care and skill in the provision of its goods and services. However the parties agree that the effects of any failure on Videcom's part to provide any particular goods or service promptly and efficiently will be difficult to quantify and that Videcom cannot have knowledge of the consequences of such failure. Accordingly, Videcom's liability to the Customer for damages from any failure to provide the goods or services promptly, efficiently or at all shall be limited to £3,000 or the invoice value of the goods or services whichever shall be the lower value.

5.3 In no event (whether this agreement continues in force or not) shall Videcom be liable for any loss of contracts, profits, business or use of any product supplied or installed by Videcom nor for any other indirect or consequential loss whatsoever attributable to delay or failure to provide the goods and services on time or at all.

5.4 All other express or implied terms, conditions or warranties and any liability in tort (other than for negligence of Videcom, its servants, agents or sub-contractors causing death or personal injury) and, if exceeding the limit specified in paragraph 6.2, damage to property, are excluded.

5.5 An extended warrantee for continuation after the standard manufacturers or Videcom guarantee has expired can be arranged at any time up to the expiry of the said guarantee.

## **6 LIMITATIONS**

- 6.1 Videcom will not be liable for the failure to provide the goods or services or the performance there of if the failure results from any “force majeure” event (whether happening in the United Kingdom or elsewhere), such as but not limited to Act of God, governmental act, explosion, accident, lighting damage, fire, electromagnetic interference, radio interference, industrial dispute, difficulty in obtaining materials or any cause beyond its reasonable control.
- 6.2 In the case of damage to property by the negligence of Videcom or its employees in connection with the provision of goods or services, the liability of Videcom shall be limited to £5.000.000 in respect of any one event or events arising from a common cause.

## **7 PAYMENT TERMS AND CHARGES**

- 7.1. The Standard payment Terms are:

- (a) 50% in advance with the Customers Purchase Order.
- (b) 50% on commissioning or delivery of the works or product.
- (c) Leasing Terms can also be arranged.

Any other Payment Terms may be negotiated and must be confirmed in writing by a duly authorised representative of Videcom. However, under no circumstances will Videcom allow any form of retention or monies withheld by the Purchaser or by other parties in lieu of guarantee or for any other purpose.

If the Customer or Purchaser commits any breach of these terms and conditions Videcom may demand full and immediate repayment of any outstanding balance and to charge interest pursuant to clause 14.

- 7.2 Credit accounts may be opened at the discretion of Videcom upon submission of satisfactory commercial and bank references. Accounts for goods or services supplied are due for payment within 30 days of invoice date.
- 7.3 Where the contract period is in excess of 4 weeks written applications/invoices may be submitted monthly for the total value of the work executed less previous payments; the Nett amount due to be paid by the customer within 30 days.

## **8 DELIVERY AND CARRIAGE**

- 8.1 Videcom will exercise all reasonable care in order to meet quoted delivery or installation dates, but will not be liable for the failure to provide said goods or services on time or at all for any reason including but not restricted to those pursuant to clause 6.1
- 8.2 Complaints regarding damage or shortages must be notified to the carriers and to Videcom in writing within three (3) days of the date of the delivery; a claim must similarly be made in writing within seven (7) days of the date of delivery.
- 8.3 Carriage will be charged extra, and if no specific instructions are included in the Customer order, all consignments will be dispatched by our normal route and mode of transport to destination indicated in the Customer order.

8.4 Responsibility for goods delivered to site and the risk of loss and/or damage thereto shall pass to the Buyer on completion of delivery to the Buyer or if delivery is made by instalments upon completion of each to the Buyer.

## **9 NON-ACCEPTANCE OF GOODS**

Videcom reserve the right to require Customers to take delivery of goods or services at the agreed times or; where goods or services cannot be accepted at these times, for Videcom to render invoices for instruments, goods or services completed, payments to be subject to clause 7.

## **10 CANCELLATION**

Videcom require a minimum of 30 days' notice in writing of cancellation of order from the Purchaser; failing which Videcom reserves the right to charge fully for goods partly or completely manufactured specially to meet the Purchaser's requirements or to charge fully for expenses incurred on behalf of the Purchaser. Notwithstanding the aforementioned all cancellations are subject to a minimum cancellation charge equivalent to 10% of the agreed total purchase price.

## **11 RETURNED GOODS**

Goods in fully working order, correctly supplied by Videcom and returned for credit will only be accepted if they are in their original packing and undamaged. A minimum handling charge of 15% will be made for all goods returned for credit and any returns shall be subject to Videcom's discretion.

## **12 INSURANCE**

Where goods are insured by us a Customer's request, a charge will be made on the invoice and although Videcom shall make every effort to pursue claims, Videcom are under no liability to take proceedings for the recovery of loss or damage, and Videcom are to be liable only for the amount recovered by us under such insurances, less expenses incurred by Videcom.

## **13 VAT**

All charges, payments and other sums payable under these Terms and Conditions are subject to Value Added Tax and accordingly they will be increased by the gross amount of Value Added Tax and/or such other taxes as may be chargeable on the supply of equipment, goods and services from time to time.

## **14 INTEREST**

Any money due or payable to Videcom under these Terms and Conditions which is five (5) days or more overdue shall bear interest on a day to day basis at the rate of 4% (four per cent) over the Base Lending Rate of the Lloyds TSB Bank, London from the due date until date of payment and monies received may be applied by Videcom at its option against such interest prior to application against other monies due from the Customer.

## **15 CONTRACT LEGALITY**

Implementation of these Terms and Conditions shall be governed by English Law and be subject to the jurisdiction of the English Courts. The legal construction of these conditions shall not be affected by their titles, headings or sub-headings.

## **16 INVALIDITY**

If any provision of these Terms and Conditions becomes invalid, illegal or unenforceable, the other provisions of these Terms and Conditions shall not be affected thereby.



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**17 ENTIRE AGREEMENT**

These Terms and Conditions with the Schedules together with any authorised signed variations attached hereto or supplied under separate cover set forth the complete agreement between the parties. No further amendments or modifications to these Terms and Conditions will be effective or binding unless it is in writing and signed by a duly authorised representative of Videcom.

