

VIDECOM TERMS AND CONDITIONS

FOR MAINTENANCE

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1. EFFECT

For the purposes of this agreement Videcom shall mean Videcom Security Limited or any other associate 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 or Operator implied by trade custom or practice and this Agreement 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. TERM

This Agreement shall continue for an initial minimum term of one year and then shall (except as otherwise provided by this Agreement) automatically continue from year to year unless and until terminated by not less than 30 days and not more than 200 days of prior written notice given by either party to expire on any anniversary of this Agreement.

3. EXTENT OF MAINTENANCE SUPPORT

3.1 Throughout the term of this Agreement, Videcom shall maintain the System in efficient working order to a standard reasonably consistent with Videcom as installed for the purpose of security or surveillance or access control, originally agreed purpose, assessment or requirement and shall provide the Maintenance and Service ("the Maintenance Service") listed in Schedule A – the Customer Service Agreement, subject to the provisions of that Schedule and these terms and conditions. The Class(es) of the Maintenance Service shall be as specified and more fully described in Schedule A.

3.2 The Maintenance Service does not include:

- (a) Any alterations of the System required to meet a change in the Customer's requirements.
- (b) Any electrical or other work external to the System, moving and reinstallation of the System or replacement of consumable materials unless otherwise specified in writing (including but not limited to standby batteries, IR illuminators, hard drives, SD cards or wiper blades).
- (c) The cost of repair, replacement or extra service time made necessary by accidental damage, misuse, negligence or failure to observe Videcom recommendations or other relevant authority or for causes external to the System such as, but not limited to, failure or fluctuation of electrical power, air conditioning or any defect or failure in a public or private telecommunications network.
- (d) Any failure of line wiring (video, audio, data or other) other than by reason of fair wear and tear.
- (e) Any equipment not comprised in the Equipment list at Schedule A.

Videcom reserves the right to charge the Customer for any such services and costs.

- 3.3 If during the life of the maintenance contract Videcom or the Customer responsibly forms the opinion that all or part of the site system is obsolete, uneconomical to repair or cannot be maintained to the necessary high standard, Videcom will advise of the cost to restore the performance and integrity of the system, being part or all of the system; upon the agreement of the customer Videcom will be paid to carry out the necessary works exclusively during the life of the contract. The customer is bound by the terms of this contract to advise Videcom prior to any decision to engage with another contractor on part of, all or new site installations as described in the Schedule A. Should the Customer fail to make the System available for rebuilding or reconditioning or the parties fail to agree on the appropriate charges, then Videcom shall be entitled, by written notice, to withdraw modify change or recharge the Maintenance Service.

4. CUSTOMER'S RESPONSIBILITIES

4.1 The Customer is responsible for:

- (a) Ensuring that the environmental conditions at the Site (as approved by Videcom and/or other relevant authority from time to time) are maintained at all times to current regulations.
- (b) Ensuring that Videcom engineers have full free and timely access to the System and the Customer shall provide adequate working and storage space, and such other facilities as the engineers may reasonably require. The customer shall observe any legal or statutory requirements including but not exclusively relating to Health and Safety at work.
- (c) Any additional costs incurred by revised software being installed in the System for any reason or if the software installed in the System is no longer a current release.
- (d) Any added maintenance costs incurred as a result of the System is extended by the addition of further hardware. In this event, the Maintenance Charge shall be increased to the rate applied by Videcom at the relevant time for the Maintenance of the additional hardware.

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, Environmental or Health and Safety requirements.

4.3 The Customer shall indemnify Videcom against all claims by others in the event that:

- (a) The Customer allows the System to be altered, adjusted or interfered with by anyone other than Videcom authorised engineers.
- (b) Videcom is unable to keep the System in good working order due to causes within the control of the Customer.

5. WARRANTY

- 5.1 Videcom warrants that it will exercise all reasonable care and skill in the provision of the Maintenance Service. However, the parties agree that the effects of any failure on Videcom's part to provide the Maintenance Service promptly and efficiently may 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 Maintenance Service promptly, efficiently or at all shall be limited to £3,000 or one year's maintenance charges for the System at Videcom's current rate whichever shall be the lower value.
- 5.2 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 the System nor for any other indirect or consequential loss whatsoever attributable to delay or failure to provide the Maintenance Service.
- 5.3 All other express or implied terms, conditions or warranties and any liability in tort (other than for negligence of Videcom, its servants, agents or subcontractors causing death or personal injury) and, if exceeding the limit specified in paragraph 6.3, damage to property, are excluded.

6. LIMITATIONS

- 6.1 Unless otherwise agreed in writing by Videcom, the Site System must not in any circumstances be altered, adjusted, added to, upgraded or interfered with except by Videcom authorised engineers. However, it is further agreed that such agreement will not be unreasonably withheld with the proviso that, prior to engaging with others, Videcom are in the first instance asked to provide and subsequently offer any such equipment or works so required at a cost that represents current market value; or in the event that Videcom are unable or decline to carry out such extra works.

- 6.2 Videcom will not be liable for the failure to provide the Maintenance Service 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, lightning damage, fire, electromagnetic interference, radio interference, industrial dispute, difficulty in obtaining materials or any cause beyond its reasonable control.
- 6.3 In the case of damage to property by the negligence of Videcom or its employees in connection with the Maintenance Service, the liability of Videcom shall be limited to £2,000,000 in respect of any one event or events arising from a common cause.

7. PAYMENT OF MAINTENANCE CHARGES

- 7.1 The initial charge for the Maintenance Service ("the Maintenance Charge") shall be specified in Schedule A. The Maintenance Charge shall be payable annually in advance or as contractually agreed.
- 7.2 Any additional payment that may become due during the period covered by the Maintenance Charge shall be payable in accordance with the due date specified in the relevant Videcom invoice.

8. CHANGES TO MAINTENANCE CHARGES

The Maintenance Charge may be adjusted at any time in the event that:

- (a) The class of Maintenance Service provided for the System is changed for any reason by mutual agreement.
- (b) Any changes are made to the requirements of the Customer or Operator affecting the provision of the Maintenance Service for the System.
- (c) Any annual increases will be in line with national statistic RPIX
- (d) The system is expanded or added to.

9. ANNUAL REVIEW

In addition to any adjustment to the Maintenance Charge pursuant to Clause 8. above Videcom may, at any time following the first anniversary date of this agreement and upon thirty days prior written notice to the Customer, adjust the schedule of charges as detailed in the Maintenance Charge. The terms of this Contract Agreement shall not be considered to have varied providing such adjustment is not made at intervals more frequently than once in any twelve months period and the annual payment is not increased by more than 10% (ten per cent).

10. CONDITIONS

- 10.1 Videcom reserves the right to make a charge for the time and expenses incurred by its personnel being called out due to faults not on the System (e.g. Mains power supply faults or fluctuations, etc.) or if the System is reported as faulty and proves not to be so.
- 10.2 In addition to the Maintenance Charge, the Customer shall pay to Videcom all additional charges for maintaining the System where maintenance is due to any circumstances other than normal fair wear and tear.
- 10.3 Videcom shall be under no obligation to provide the Maintenance Service so long as any sum due is in arrears for more than fifteen days and any additional charges incurred by the consequent delay in carrying out the Maintenance Service shall be paid by the Customer.

11. VAT

The Maintenance Charge and other sums payable in the Agreement do not include Value Added Tax and accordingly they will be increased by the gross amount of Value Added and/or such other taxes as may be chargeable on the supply of equipment and services from time to time.

12. INTEREST

Any money due or payable to Videcom under this Agreement which is ten 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 Bank, London from due date until date of payment. Monies received may be applied by Videcom at its option against such interest prior to application against other monies due from the Customer.

13. ABNORMAL TERMINATION

If the Customer or Videcom commits any breach of this Agreement or any other agreement between the parties and fails to remedy it promptly on receiving written notice, suffers distress or execution, commits an act of bankruptcy, goes into liquidation (except for amalgamation or reconstruction) or if it enters into an arrangement or composition with creditors or if a Receiver is appointed over any part of the Customer's business, or in the case of a Partnership any of the partners is declared bankrupt, it shall constitute a repudiation by the Customer of its obligations under this Agreement, and at any time thereafter Videcom or the customer may (in addition to any other rights or remedies in law and notwithstanding that Videcom may have waived its rights under this Condition on some previous occasion) by written notice suspend performance of or determine the Maintenance Service.

14. CONTRACT LEGALITY

This Agreement 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.

15. INVALIDITY

If any provision of this Agreement becomes invalid, illegal, or unenforceable, the other provisions of this Agreement shall not be affected thereby.

16. ENTIRE AGREEMENT

This Agreement with the Schedules, together with any authorised signed variations attached hereto, set forth the complete agreement between the parties. Payment of the annually invoiced fee or use of the Contract facility constitutes full acceptance by the Customer and Videcom of the terms and conditions of this contract. In addition, the Customer is required to sign and return a copy of the contract and retain the duplicate copy signed on behalf of Videcom.

No further amendment or modification to this Agreement will be effective or binding unless it is in writing and signed by duly authorised representatives of both parties.

17. REGULAR SERVICE VISIT

Subject to the conditions stated in the Agreement and as defined in Schedule A, the following services or similar will be carried out where appropriate on each preventative maintenance visit or remote network connection or as per clause 17.8:

- 17.1 **Inspect on site or at recording location or remotely;** check, view or test where applicable all equipment under contract as per type of installation as in 17.2 or 17.3 or 17.4.
- 17.2 Where necessary on CCTV legacy analogue equipment check, pan/tilt heads or integrated PTZ, flexible connectors, external plug and sockets, telemetry receivers, wiper blades, IR illuminators, fixtures and fittings. Optical clean if required, subject to image review.
- 17.3 CCTV IP or mixed IP/HDCVI network connected cameras and NVR's to be checked, image and status viewed on site or otherwise check image and status viewed by way of remote network connection as agreed with the customer. Optical clean if required, subject to image review.

- 17.4 Access Control equipment including controllers, readers, PC based software systems, perimeter beams (if applicable) to be checked and tested via the alarm panels. Alarm panels to be tested and status checked. Locks and controllers to be physically checked in the event of status check failure and/or reported on site failure.
- 17.5 When on site, check for condition of equipment mountings and report any excessive corrosion.
- 17.6 Inspect and test the correct operation of any control room equipment if applicable.
- 17.7 To carry out small chargeable remedial work as necessary during service visits subject to prior customer agreement and/or report such works and advise of any major work required or equipment not fit for service and purpose for remedial action consideration and approval.
- 17.8 Preventative Maintenance visits may be substituted at any time during the annual contract period when engineers visit the site for whatever purpose including emergency call response or remote on-line complete system support fault finding checks and system updates.

END OF DOCUMENT