

INSTALLATION TERMS AND CONDITIONS

1. This Agreement outlines the terms under which we, Big Brother All Security Limited, registered in England and Wales with company number 09395527, will provide installation, routine inspection, servicing, maintenance, and repair of security and/or safety equipment to you. Our registered office is located at 124 City Road, London, EC1V 2NX.
2. By entering into this Agreement, you accept the terms and conditions below, which supersede any prior agreements relating to the System. However, this does not affect any outstanding liabilities or obligations between us.
3. To make these terms clearer, we have defined certain key terms:

"Acknowledgement of Order": Our written acceptance of your order.

"Commissioning": Defined in clause 8.

"Corrective Maintenance": Investigation and repair of faults reported by you, including false alarms from the System(s).

"Monitoring Services": The remote monitoring services we provide for your property.

"Preventative Maintenance": Routine inspection and testing of the System to ensure its proper functionality.

"Maintenance Services": Includes both Preventative and Corrective Maintenance as set out in the Service Level Agreement.

"Products": The goods we supply under the contract between you and us.

"Services": Includes installation, maintenance, monitoring, and any other services we provide to you.

"Service Level Agreement": Outlines our service levels for Monitoring Services, detailed in the documents we issue to you.

"Start Date": The date on which we agree to begin providing Services to you.

"Statutory Requirements": Any laws or regulations applicable to our contract and services.

"System(s)": The details of the system we are installing or servicing for you, as outlined in the contract.

"Total Installation Cost": Defined in the contract or our Acknowledgement of Order.

By accepting this Agreement—whether by signature, email, or purchase order—you agree to its terms.

4. Your Obligations

- 4.1. You accept these terms in full without reservation.
- 4.2. You agree to pay a deposit of 50% of the installation charge, plus any direct costs incurred, even if the agreement is terminated before work is completed.
- 4.3. You will pay invoices for work completed or equipment delivered during installation.
- 4.4. You agree to pay the remaining balance or sign completion documentation before the system or parts of it are handed over.

5. Our Contract with You

- 5.1. A contract will exist between you and us when you sign or return a contract to us or when we send you an Order Acknowledgement. The details of your order are set out in the signed contract or, if not signed, in our Acknowledgement of Order. Please ensure all details are accurate.
- 5.2. Once we deliver the system and equipment to your premises, you assume all risks and must insure them against potential damage or loss. Ownership of these goods remains with us until full payment is received. If the Agreement ends before payment is completed, we reserve the right to repossess the goods and charge for work done.
- 5.3. You must inform us of any hazardous materials, working conditions, or processes on-site, as per the Health and Safety Act 1974, Construction Regulations 1994, and Control of Asbestos Work Regulations 1994. If a significant hazard arises, we may withdraw our employees from the site and charge for any resulting interruptions.

6. Your Responsibilities

- 6.1. Notify us at least 14 days before any structural changes to your premises or signaling lines. If changes require adjustments to the System, these will be charged to you.
- 6.2. Ensure that any alterations, stock placement, or furniture adjustments do not affect the System's performance or create vulnerabilities.

7. Contacting Us

- 7.1. If you have questions or complaints about the Products or Services, you can reach us:
- 7.2. By mail: 124 City Road, London, EC1V 2NX
- 7.3. By email: here@bigbrotherallsecurity.com
- 7.4. By phone: 020 8617 3440
- 7.5. We handle complaints according to our policy, available on our website: www.bigbrotherallsecurity.com.

- 7.6. Please read these terms carefully before placing your order or signing a contract. They outline your rights, our obligations, and how either party may end the Agreement.

8. Installations

- 8.1. When it comes to installations, let's set some expectations. The times, dates, or durations we provide for completing the installation or delivering products are estimates, not guarantees. We'll do our best to stick to the schedule, but timing isn't always in our control.
- 8.2. If **you** need to change the start date for your system installation:
- 8.2.1. We'll try to agree on a new start date with you, where possible.
- 8.3. If we can't settle on a new date, either you or we can cancel the contract. In that case, the charges outlined in clause 21.2 will apply.
- 8.4. If **we** need to adjust the start date:
- a. You can either agree to a revised start date with us or cancel the contract. If you cancel, we'll refund you in full.
- 8.5. When the installation is complete, we'll let you know and invite you to join us for system testing and commissioning. If everything's working as it should, we'll provide a certificate confirming the system's good to go. Can't make it? No problem—we'll handle the commissioning on our own and issue the certificate if everything checks out. If there are minor issues that don't affect the system's functionality, we'll still commission it and arrange with you to fix those issues later.
- 8.6. If you notice a problem after we've commissioned your system, let us know as soon as you can. We'll investigate and work to resolve it within a reasonable timeframe.
- 8.7. If the issue is our fault (or no one's fault), we won't charge you to fix it. However, if the problem arises because of incorrect or incomplete information, misuse, lack of maintenance, or any negligence on your part (or someone else's), we might need to charge you for the repair. Don't worry—we'll discuss the costs with you first and carry out the work in line with these terms.
- 8.8. We're here to make sure your system works as expected, so let's tackle any challenges together!

9. Changing Your Requirements

- 9.1. If you need to change your requirements before we've commissioned the system, please let us know as soon as possible. We'll provide you with a revised price that outlines any additional work. If you agree to the changes, we'll update the system and the total installation cost accordingly. If you don't agree, you can cancel the contract. However, we'll still be entitled to charge you for any services we've already provided and products we've installed.
- 9.2. Our installation charges are based on having uninterrupted access to your premises from 8:00 a.m. to 6:00 p.m., Monday to Friday. If access is restricted, or

if you require us to work during weekends or public holidays, additional charges at our current rates will apply.

- 9.3. We will install the system and any signaling equipment in compliance with the relevant British Standards or Codes of Practice. Once the work is accepted, we'll issue you a Certificate of Compliance where applicable, within a reasonable timeframe. Please note that time is not considered critical to the essence of the contract.
- 9.4. If you've agreed to provide certain equipment or facilities for the installation, these need to be available when we arrive to carry out the work. If they're not ready, we may need to withdraw our team from your site and charge for any interruptions to the scheduled work. As a minimum, you'll need to ensure the following are in place unless otherwise agreed in writing:
 - a. AC power supply terminating at the main control panel, each CCTV or access control point, and cameras via an unswitched spur outlet, all on the same electrical phase.
 - b. Ducting, trenching with draw wires, or chases (if applicable).
 - c. Adequate lighting levels for camera operation—if you're unsure about lighting requirements, please request guidance from us.
- 9.5. You'll be responsible for directly paying the network provider for any necessary arrangements related to the system or signaling equipment. Additionally, you'll need to cover the cost of any redecoration required due to the installation or alterations.
- 9.6. If specialist ladders, scaffolding, or other access equipment are needed for installation or servicing, you agree to provide them or cover their rental costs.
- 9.7. We cannot accept liability for environmental factors that interfere with or prevent the operation of wireless, infrared, or radio-based equipment connected to the system. If any equipment proves unsuitable due to such conditions, we reserve the right to remove it and provide a refund for the equipment's value. Alternatively, at our discretion, we may offer replacements, install filters, or add extra equipment. Any such alterations will be charged at our standard rates at the time of the change.

10. Liability and Termination

- 10.1. We will not accept liability for any loss of trading or profits, internal expenses, or consequential loss you may incur due to unlawful entry or actions by any person or persons on your premises.
- 10.2. We also cannot accept responsibility for any loss, damage, or injury arising if we fail to notify the Police or Fire Authority after receiving a signal from your system at our Alarm Receiving Centre because:
 - a. You (or someone identifying themselves as you) informed our operator that the alarm was false and provided the correct code or password, or
 - b. The system was deactivated, automatically canceling a callout to the Police or Fire Authority.
- 10.3. We will not be liable for any loss, damage, or injury caused by delays in installing the system or signaling equipment, or in establishing an effective connection for it.

- 10.4. Additionally, we cannot accept responsibility for loss, damage, or injury if your security system fails to transmit an activation eligible for Police or Fire Authority attendance, or if an activation is not categorised as eligible for such attendance due to unlawful entry, damage, or other causes on your premises.
- 10.5. We are not obligated to provide remote transmission or monitoring services, nor to offer refunds if third parties delay or withdraw their services, or if our Alarm Receiving Centre is destroyed or damaged to the extent that it disrupts signaling services.

11. Notices

- 11.1. If you need to provide us with notice under this agreement, it must be properly addressed and sent by post or email to our registered office. If we need to provide you with notice, it will be sent to your last known address. Notices are considered served at the time they would ordinarily reach their destination.

12. Termination

- 12.1. You may terminate this agreement by providing 30 days' written notice, either upon the expiration of the initial agreement period or at the end of an annual extension. Termination will only be complete once all outstanding payments are made, and any required Certificates of Compliance or signaling equipment are returned to us.
- 12.2. We reserve the right to terminate this agreement or withdraw some or all of our services with at least 14 days' written notice unless circumstances make it impossible or impractical to provide such notice.
- 12.3. We may terminate this agreement immediately if:
 - a. Any payment due to us remains unpaid for more than 30 days, or
 - b. You breach any terms of this agreement or any other agreement you have with us, whether it predates or postdates this agreement.

13. Communication and References

- 13.1. When we refer to "writing" in these terms and conditions, it includes hand-delivered, posted, or electronic communications, such as email, text messages, or other forms of communication.
- 13.2. Any reference to a statute or legal provision refers to the version of that statute or provision as amended or re-enacted at the relevant time.

14. Our Obligations

- 14.1. If the design of the System, either in whole or in part, is part of our agreement with you, we will use reasonable skill, care, and diligence to complete the design, including selecting appropriate product specifications.
- 14.2. We do not guarantee or undertake that our designs will comply with the requirements of the "Secured by Design" scheme or any similar program, whether associated with the National Police Chiefs Council (NPCC) or otherwise. While we may, at our discretion, incorporate guidance, criteria, standards, or specifications from such schemes into our design, we do not guarantee full compliance with their requirements.
- 14.3. We are not a member of the "Secured by Design" scheme.
- 14.4. We are not responsible for verifying the adequacy of any design or information provided to us by you or any third party.
- 14.5. We will supply Products for the System as described in our agreement with you, in our proposal documents, and in accordance with applicable laws.
- 14.6. We will provide all labor, materials, and equipment required to carry out and complete the installation services, except for the items listed in **Schedule 1**, which you must provide to us free of charge.
- 14.7. We will only install Products that we supply or sell to you.
- 14.8. You will own the Products either when they become permanently affixed to your property or when you have paid the full Total Installation Cost—whichever occurs first.
- 14.9. Once the Products are permanently fixed to your property, you are responsible for them.

15. Your Obligations

- 15.1. **Access to Your Property:** You must provide us with sufficient access to your property so that we can fulfill our obligations under our agreement with you.
- 15.2. **No Hindrance:** You must not hinder or prevent us from performing our obligations, either through your actions or by failing to act as required.
- 15.3. **Insurance Requirements:** You are responsible for ensuring the System meets any requirements set by your insurance company.
- 15.4. **Permissions and Consents:** If consents, licenses, or permissions are required from third parties such as landlords, planning authorities, or local authorities, you must obtain them before the Start Date. By doing so, you confirm that all necessary approvals are in place.
- 15.5. **Notice of Cancellations:** You must give us at least 48 hours' notice if you need to cancel or reschedule a service visit. If proper notice is given, we will not charge you for the cancellation. If less than 24 hours' notice is provided, we may charge you for our incurred costs.
- 15.6. **Asbestos-Free Property:** You must ensure your property is free of asbestos. If we discover asbestos, we may suspend work immediately and provide you with a new price for the project. If the contract is canceled, you will need to compensate us for reasonable losses, services provided, and any Products already installed.

16. Maintenance and/or Monitoring Services

- 16.1. **Provision of Services:** We will provide Maintenance and/or Monitoring Services only if it is specified in the contract or our Acknowledgment of Order.
- 16.2. **Preventative Maintenance Services:** If you purchase Preventative Maintenance Services, we will visit your property to carry out maintenance based on the level of service outlined in the Service Level Agreement.
- 16.3. **Monitoring Services:** If you purchase Monitoring Services, we will deliver them in accordance with the Service Level Agreement and based on the selected service level.
- 16.4. **Cost Adjustments:** If our costs for providing Preventative Maintenance or Monitoring Services increase for reasons beyond our control, we may adjust the annual charges for the following year. If we do this, you can cancel the affected service before the new contract year begins by notifying us.
- 16.5. **Remedial Work and Upgrades:** If remedial work or upgrades are not covered under the Maintenance Services, we will provide you with a price for the work, and once agreed, these terms will apply. Such work may include:
 - a. Additional System requirements.
 - b. Replacement parts, including batteries.
 - c. System software upgrades or reprogramming.
 - d. Rectifying deficiencies in the initial installation (if we didn't install the System).
- 16.6. **Compliance with Standards:** We will carry out Maintenance and Monitoring Services in accordance with the relevant British, European, or Industry Standards that apply either at the time of the original commissioning or the time of maintenance.
- 16.7. **Service Hours:** Maintenance Services will be performed during normal business hours (Monday to Friday, 8:00 a.m. to 6:00 p.m., excluding public holidays). If you cannot provide us access during these hours, you will be responsible for any additional costs we incur.

17. Maintenance Contract Terms

- 17.1. **Initial Term and Renewal:** By agreeing to Maintenance and/or Monitoring Services, you commit to a fixed 3-year term with limited cancellation rights. After the 3-year term ends, the contract will automatically renew for another 3 years unless either party provides written notice to cancel at least 3 months before the end of the term or any subsequent renewal period.
- 17.2. **Termination Rights:** You may terminate the contract after the first year if we propose a price increase without any additional charges. You can also terminate at other times, but this may result in charges as outlined in Clause 13.5.

18. General

18.1. Payment of Price and VAT

- 18.1.1. The price for our Products or Services is detailed in the contract between you and us and/or in our Acknowledgement of Order. If we contact you regarding renewing Maintenance and/or Monitoring Services, the prices will be as outlined in our communication with you.
- 18.1.2. The quoted price does not include VAT. VAT will be added at the applicable rate when we issue the invoice.
- 18.1.3. For installations, we will invoice you for the Deposit either when we receive the signed contract or when we issue the Acknowledgement of Order, whichever comes first. The remaining balance of the Total Installation Cost will be invoiced upon completion of the Installation Services.

18.2. Maintenance and Monitoring Services

- 18.2.1. We will invoice you monthly for Maintenance and Monitoring Services. The price will be fixed for the first year, after which we may propose reasonable price increases to reflect any increased costs we incur. If you do not agree to a proposed price increase, you may end the contract for these services.
- 18.2.2. All invoices will be processed via Direct Debit unless we have agreed on an alternative payment method with you in advance.

18.3. Late Payments

- 18.3.1. If you do not pay an invoice by the due date, we may charge you interest on the overdue amount at a rate of 2% above The Royal Bank of Scotland's base rate. Interest will accrue daily from the due date until payment is made in full, whether this is before or after a court judgment.
- 18.3.2. If you contact us promptly to dispute an invoice in good faith, we will not charge interest on the disputed amount while the issue is being resolved. However, you may only withhold payment for the disputed portion of the invoice.

19. Providing Our Services

- 19.1. We will perform the Services with reasonable care, skill, and diligence, ensuring the work meets a high standard consistent with best trade practices.
- 19.2. We will comply with all relevant codes of practice and statutory requirements in delivering our obligations under the contract with you.
- 19.3. We will maintain:
 - 19.3.1. A valid employer and public liability insurance policy to cover death or injury to individuals and damage to property.
 - 19.3.2. "All-risk" insurance to protect both you and us against the full cost of any damage to the work and to unfixed Products at your property before they are installed.
 - 19.3.3. Up-to-date licenses and permits required to fulfill our obligations under the agreement.

20. Summary of Your Legal Rights and Warranty

20.1. Your Legal Rights

- 20.1.1. We are legally obligated to supply Products and Services that meet the terms of our contract with you. This is subject to certain exceptions. For detailed information, you can visit the Citizens Advice website at www.adviceguide.org.uk or call 03454 04 05 06.

20.2. Our Warranty

- 20.2.1. We guarantee that we will perform the Installation Services in a good and workmanlike manner, and our Products will be free from material defects for 12 months after Commissioning. This warranty is in addition to your legal rights as a consumer. However, this warranty will not apply if you or anyone else modifies the System without our approval.
- 20.2.2. If we visit your property to address a defect that we are not obligated to fix under the terms of the contract or the law, we may charge you for our reasonable costs, regardless of whether the issue was apparent when you informed us of the defect.

21. Your Rights to End the Contract

21.1. Cancellation Within the Cooling-Off Period

- 21.1.1. For most Products purchased off-premises, you have the right to cancel the contract within 14 days and receive a refund. If applicable, you can cancel without providing a reason.
- 21.1.2. If you want us to start providing Services during the 14-day cooling-off period, you must inform us. If you later cancel, you will be charged for any Services provided up to that point and for Products that cannot be removed without damage.
- 21.1.3. To cancel within the cooling-off period, notify us in writing immediately.

21.2. Cancellation Before the Start Date

- 21.2.1. You can cancel the contract at any time before the Start Date.
- 21.2.2. If you cancel less than 28 days before the Start Date, we may charge you for any costs incurred. These charges depend on the timing:
- 28 days or more before the Start Date:** No charge.
 - Less than 28 days:** Reasonable costs incurred.
- 21.2.3. If our losses exceed the Deposit amount, we will invoice you for the difference.

21.3. Cancellation After the Start Date

- 21.3.1. If you cancel the contract after the Start Date but before completion, you may need to pay cancellation charges. Completion occurs when we have provided the Services and you have paid for them. For Maintenance Services contracts, this means the end of the agreed term (e.g., three years).
- 21.3.2. For Maintenance and/or Monitoring Services, you can cancel with three months' notice after the first 12 months.
- 21.3.3. If you cancel before completion and we are not at fault, we will refund any unused payments on a pro-rata basis but may deduct charges for:
- Services already provided.
 - Products that cannot be removed without damage.

c. Costs we have incurred.

21.4. Ending the Contract Due to Our Actions

- 21.4.1. You can end the contract immediately and receive a full refund for any unprovided Products or Services if:
- a. We make a significant change to the Products, Services, or terms that you do not agree with.
 - b. We notify you of an error in pricing or description, and you decide not to proceed.
 - c. There is a risk of significant delay in delivering Products or Services due to events outside our control.
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22. Our Right to End the Contract

- 22.1. We may end the contract before the Start Date if:
- a. Required personnel or materials are unavailable.
 - b. Events outside our reasonable control prevent us from fulfilling our obligations.
- 22.2. We will notify you as soon as possible and issue a full refund in such cases.
- 22.3. We may terminate the contract immediately if:
- a. You fail to make a payment within 7 days of a reminder.
 - b. You obstruct or prevent us from performing the Services.
 - c. You do not allow us to deliver Products within a reasonable time.
 - d. You breach a material term of the contract and fail to remedy it within 14 days of written notice.
 - e. We are unable to provide Services for more than four weeks due to events outside our control.
- 22.4. If we terminate the contract for these reasons, you must compensate us for any losses we incur.
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23. Refunds

- 23.1. Refunds will be processed using the original payment method within 14 days. No fees will be charged for refunds.
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24. Effects of Termination

- 24.1. Termination does not affect any clauses that expressly or implicitly continue after the contract ends. Both parties retain the right to pursue damages or other remedies for breaches that occurred before termination.
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25. Events Beyond Our Control

- 25.1. We are not liable for delays or non-performance caused by events beyond our reasonable control. If such an event occurs, we will notify you and take steps to minimise its impact.
- 25.2. If the delay is substantial, you may end the contract and receive a refund for any Products or Services paid for but not received.

26. Our Liability to You

- 26.1. We will maintain appropriate and valid insurance, including public liability insurance.
- 26.2. Subject to the provisions of this clause, we are responsible for any foreseeable loss or damage you may suffer due to our breach of the contract or as a result of our negligence.
- 26.3. Loss or damage is considered foreseeable if it is obvious that it will happen or if, at the time the contract was made, both we and you were aware it might occur, such as if you discussed it with us during the sales process. We will not be liable for any loss or damage that is not foreseeable.
- 26.4. If we cause damage to your property, we will repair it at no additional cost to you. However, we are not responsible for any pre-existing faults or damage in or to your Property that we may discover while providing the Services.
- 26.5. We are not liable for any loss or damage you suffer that results from your failure to follow reasonable instructions provided by us.
- 26.6. Nothing in the contract between us is intended to limit or exclude our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or that of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; and for breaches of your legal rights in relation to the Products and Services (Data Protection).
- 26.7. We will process your personal data as described in our privacy notice, which you can find on our website at www.bigbrotherallsecurity.com/privacy.

27. Other Important Terms

27.1. Transfer of Rights:

We may transfer our obligations and rights under the contract between you and us to a third party or subcontractor, for whose performance under the contract we will remain responsible. If this happens, we will notify you in writing. Your rights under the contract will not be affected, and our obligations will be transferred to the third party, who will be bound by them. You may not transfer your obligations and rights under the contract to another person without our express written permission, which we will not unreasonably withhold.

27.2. Third Party Rights:

The agreement is between you and us and is not intended to benefit any other person or third party. No third party will have the right to enforce any provision of the contract between us.

- 27.3. **If a Court Finds Part of the Contract Illegal:**
If any part of our contract is found by a competent authority to be invalid or unenforceable, the rest of the contract will remain in force, and the remainder of the provision in question will still apply.
- 27.4. **Delay in Enforcing the Contract:**
If we or you delay in enforcing any part of the contract or fail to immediately insist that the other party do something they are required to do, this will not mean that we or you no longer have to do those things. It will not prevent us from taking steps at a later date to enforce the contract.
- 27.5. **Notices Under the Contract:**
Notices or other documents can be served in writing through any effective means, including by email. The valid email addresses for sending notices are those notified by the parties to each other. A notice or document is considered received on the next business day after it has been sent. A business day excludes Saturdays, Sundays, and public holidays. Attachments to emails must be in Microsoft Word, Excel, Portable Document Format (PDF), or as specified in our Acknowledgement of Order. Documents or drawings sent in any other format will be considered not received.
- 27.6. **Alternative Dispute Resolution:**
Alternative dispute resolution (ADR) is a process where an independent body reviews the facts of a dispute and seeks to resolve it without the need for court proceedings. If you are not satisfied with how we have handled a complaint, you can contact our ADR provider, the National Security Inspectorate (NSI), via their website at www.nsi.org.uk. NSI will not charge you for submitting a complaint, and if you are not satisfied with the outcome, you can still pursue legal action.
- 27.7. **Law and Jurisdiction:**
These terms and conditions, the contract between you and us, and our relationship (whether contractual or otherwise) will be governed by and construed in accordance with the law of England & Wales. As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Any dispute or claim between you and us relating to these terms, the contract, or our relationship will be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, depending on where you reside.

SCHEDULE 1 - YOUR OBLIGATIONS

	YOU TO PROVIDE	WE WILL PROVIDE
Temporary Electricity Supply	<input type="checkbox"/>	<input type="checkbox"/>
Permanent Electricity Supply; 230-volt AC power (required commissioning)	<input type="checkbox"/>	<input type="checkbox"/>
Telephone lines installed, commissioned and fully working	<input type="checkbox"/>	<input type="checkbox"/>
Complete IT infrastructure including (but not limited to) data outlets, switches, IP addresses etc. all fully commissioned and working	<input type="checkbox"/>	<input type="checkbox"/>
Task lighting	<input type="checkbox"/>	<input type="checkbox"/>
Clear working area	<input type="checkbox"/>	<input type="checkbox"/>
Dealing with asbestos	<input type="checkbox"/>	<input type="checkbox"/>
Protection of all surrounding equipment, floors, furnishings, external areas etc during installation	<input type="checkbox"/>	<input type="checkbox"/>
Protection and responsibility of the Company's works until Commissioning	<input type="checkbox"/>	<input type="checkbox"/>
Building work you need to complete before we can provide our Services	<input type="checkbox"/>	<input type="checkbox"/>
Redecoration/ making good of damage to decor after fitting of alarms if required	<input type="checkbox"/>	<input type="checkbox"/>

Note: the above reflects our standard and is overridden by statements to the contrary in our written proposal to you.

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