

Haven Security Limited  
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PEACEHAVEN  
East Sussex  
BN10 8SL

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## QUOTATION

Specification 10689    Version A    Date 17/01/19  
Haven Security is pleased to offer this Quotation for the work listed below

Cuckfield Village Hall  
London Lane  
Cuckfield  
RH17 5BD

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Hereafter called the "Premises"

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Installation of a TVI POC HD CCTV System.	£1280.86 + vat	£1537.03 inc
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Please Note: This Quotation is subject to the terms and conditions printed overleaf and is valid for 3 months from above date.

Signed for and on behalf of  
HAVEN SECURITY Limited

James Hollingdale  
Senior Engineer  
17 Jan 19

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## ACCEPTANCE (PLEASE SIGN BELOW AND RETURN ONE COPY)

I/We hereby request Haven Security to proceed with the above work in accordance with the attached specification and subject to the terms and conditions which I/We have read.

Full name and address where accounts should be sent if different from that shown above

.....  
.....  
.....  
Sign..... Position.....  
Name..... Date.....

## HAVEN SECURITY LIMITED - TERMS AND CONDITIONS OF TRADING

1. General
  - i. Acceptance of this Quotation includes acceptance of the following terms and conditions as well as any which may have been added in the system design specification, which may specifically override these Terms and Conditions of trading and will take precedence if necessary for the purposes of interpretation.
  - ii. Nothing in these Conditions will reduce your statutory rights relating to faulty and miss-described goods. For further information about your statutory rights you can contact your local authority Trading Standards Department or Citizens Advice Bureau.
2. Basis of Quotation for Installation
  - i. The specification works shall be carried out during the normal working hours (9.00am to 5.00pm), unless authorised and arranged by the client and Company.
  - ii. Variation or additional work ordered by the Customer shall be charged on the basis of reasonable time and materials at rates and costs current at the time of such work (unless separately agreed in writing)
  - iii. The Company shall 'make good' where necessary but shall not be liable for re-decoration or re-building.
3. Customer Obligations
  - i. The Customer agrees to pay the Quotation Price and the Maintenance Contract Price (if any) for the costs of any works from time to time required to upgrade the Installation to a state which complies with the relevant Applicable Standards.
  - ii. To pay for all necessary repairs and replacements to the Installation unless these are covered by guarantees or extended guarantees of the Maintenance Contract or where they are necessary due to the neglect of the Installer, its employees and or agents.
  - iii. The said charges shall be due and payable as aforesaid notwithstanding that any British Telecom (or other) line equipment may not then be connected.
  - iv. Where the Installation has been installed so as to be linked with any Authority or monitoring service and where it has operated so as to register with such Authority or monitoring service then the Customer or his agent shall immediately after being aware of the event notify the Installer.
  - v. Not to permit anyone (including the Customer him/her/itself) other than the Installer to adjust or reset or interfere with the Installation or any part thereof. In the event of a breach of this provision the Installer shall be entitled to terminate the Maintenance Contract forthwith upon its discovery.
  - vi. To permit the Installer's staff and agents (and Inspectors representing any approvals or regulatory organisation by which the Installer is for the time being recognised) from time to time to have access to the Customer's premises at all reasonable times.
  - vii. To notify the Installer of any proposed structural alteration to the premises or any other modification which may affect the existing Installation which may thereby become necessary shall be carried out by the Installer at the additional expense of the Customer.
4. Company Obligations

In consideration of the Quotation price paid or to be paid by the Customer the Company shall install the Installation in accordance with all European Standards in force at the date of this agreement to the best of its ability.
5. Other Necessary Licenses

If the company shall install apparatus necessitating the use of telephone line(s) or equipment the Client shall procure from their telephone service provider any necessary license or authority and enter into a separate contract with them in respect of the necessary connection with the telephone circuit.
6. Liability for Loss or Damage
  - i. The Installer does not know, and shall not be deemed to know, the true value of the Customer's property or premises, and is not the insurer thereof.
  - ii. Apart from death or personal injury, the aggregate liability of the Installer and its staff for any breach of contract, breach of statutory duty or negligence arising out of this contract, or presence at the Customer's premises for any kind of loss or damage whatsoever shall be limited to the amount specified in the Company's insurance schedule covering fire detection and alarm systems, a copy of which can be seen on request. The Customer shall notify the Installer of any claims within 30 days of the occurrence giving grounds for such claims.
  - iii. Although the Installation is designed to the best of the Installer's skill and knowledge to reduce the risks of loss or damage or to deter intruders (as the case may be) the Installer does not represent or warrant that the Installation may not be neutralised, circumvented or otherwise rendered ineffective by the Customer, intruders or other unauthorised persons, and in such event it shall not be liable for direct or indirect loss or damage suffered by the Customer, intruders or other unauthorised persons.
  - iv. In view of the previous sub-paragraphs (i) to (iii) inclusive, the Customer acknowledges that he, she or it should effect separate insurance cover.
7. Ownership

Until full payment is received in accordance with section 3i and ii above, every part of the Installation and associated equipment shall remain the property of the Installer and the Customer irrevocably grants licence in the event of his, her or its default, to enter upon his her or its premises to recover the same whether fixed or unfixed provided the Installer shall first obtain an Order from a Court of Law permitting entry into the Customer's Premises. Until recovery of the Installer's property, the Customer shall take reasonable care of the same and shall pay the Installer's reasonable costs of replacing or repairing the same.

All remote signaling equipment i.e. digis, STUs, and IP and/or GPRS Devices shall remain the property of the Alarm Company.

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### 8. Mediation

**Subject always to the right of any party at any time in a contract to which the Housing Grants, Construction and Regeneration Act 1996 applies, to refer a dispute or difference arising out of or in connection with this agreement to adjudication, either party may request by notice in writing, with record of posting, that the dispute be referred to mediation by a person agreed between the parties. Should the parties agree to mediation but fail to agree upon the person to mediate within seven days of such a request being made, then either party may apply to NSI for the appointment of a Mediator and such mediation will be conducted in accordance with guidelines for mediation published by the Academy of Experts.**

### 9. Force Majeure

**Any failure by the Installer to perform any of its obligations by reason of any cause beyond the control of the Installer shall be deemed not to be a breach of this Contract.**

### 10. Jurisdiction

**This Contract is subject to the Laws of England and Wales and the parties shall submit to the jurisdiction of the Courts thereof.**

### 11. Entire agreement

**This Agreement contains the whole agreement between the parties [in respect of (subject-matter of agreement)] and supersedes and replaces any prior written or oral agreements, representations or understandings between them [relating to such subject-matter]. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.**

### 12. Severance

**If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.**

## MAINTENANCE

The following shall apply in addition to paragraphs 1-12 above

**Corrective Maintenance services are laid down in accordance with the European Standards requirements current at the date of this agreement. A Haven Security representative will be on site within four hours of the fault being reported or within the working day by mutual consent.**

## PREVENTATIVE MAINTENANCE

**Maintenance work is carried out between 09.00am and 5pm, Monday to Friday inclusive. Alarms linked to a Central Monitoring Station will be maintained twice a year.**

## CONTRACT A

**Cover includes: 1 Service visit per annum (or 2 if linked to central monitoring station); 24 Hour Callout and Office Technical Support.**

**Charges for callout attributable to system component failure will be raised for replacement parts only (see notes below).**

## CONTRACT B

**Cover includes: 1 Service visit per annum (or 2 if linked to central monitoring station); 24 Hour Callout and Office Technical Support.**

**No callout charges will be raised for faults attributable to system component failure (see notes below).**

## CONTRACT F

**Cover includes: 2 service visits per annum; 24 Hour Callout and Office Technical Support.**

**Charges for callouts will be raised for replacement parts and labour (see notes below).**

## NOTES

**A maintenance contract shall be a fixed period of 24 months**

**All parts will be charged at current catalogue prices.**

**Charges for callouts which are attributable to cabling (interconnection, telephone, etc.) will be raised for replacement parts and labour in all circumstances.**

**The company reserve the right to review the Maintenance charges annually.**

**Please note that if a prearranged appointment is not kept Haven Security reserve the right to make a charge.**