

TERMS AND CONDITIONS OF BUSINESS FOR MES SYSTEMS LIMITED (5060603)

This agreement is made on the date it was received by you and is an agreement between:

MES Systems Limited whose registered office is at Unit 1 Watling Court, Ptarmigan Place, Nuneaton, CV11 6GX and yourself or the organisation that you represent. We will assume that you agree to these terms if you do not contest them within 24 hours of receiving them or if you reply to an email message that had this document attached.

1. General

- 1.1 Any terms or conditions sought to be imposed by either party shall not be incorporated into the Contract and shall have no effect unless agreed to in writing by the other party.
- 1.2 We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the reasonable charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will ensure that the Third-Party Contractor fees which are recharged to you are in line with the fees we will have quoted to you, had we done the work ourselves. We will take all reasonable care in selecting and instructing a Third-Party Contractor.

2. Prices

- 2.1 The price for the supply and/or installation of goods and services are set out in your written quotation/email or our standard price list. We shall invoice you on delivery if supply only, or on completion for supply and installation agreements. Completion of installation will be confirmed by either a customer signed job sheet or completion certificate.
- 2.2 We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1.5% per annum above the base rate of the Bank of England.
- 2.3 The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.
- 2.4 An instruction to proceed or 'go ahead' either by email/telephone/phone/fax or a purchase order or arranging a start date or similar actions will be deemed to be acceptance of our quotation and the terms & conditions set out in this document.

3. Risk

As soon as we have delivered the goods or services, you will be responsible for them and we will not be liable for their loss or destruction. Therefore, you would need to take necessary steps to insure the items. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agreed to deliver them.

4. Ownership of the Goods

You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

5. Delivery

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery, but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

6. Performance

- 6.1 We will manufacture and install the items within a reasonable time.
- 6.2 If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what if any work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.
- 6.3 If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply. If you require us to discontinue the work, you shall only be required to pay us for the work already carried out.

7. Payment

- 7.1 Any credit given to commercial customers is subject to a credit check unless stated otherwise. Please note that no credit is given to invoices relating to domestic systems unless previously arranged. The time stipulated for payment shall be of the essence of the agreement. Failure to pay within the period specified shall entitle us to instruct the Credit Protection Association to contact you regarding the outstanding amount, and for us to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.
- 7.2 We also reserve the right to demand payment immediately and cancel any credit terms if we deem this to be necessary.
- 7.3 We reserve the right to request to take a deposit to secure your order. This deposit will be based on various factors, including financial risk, value of the order placed, proportion of capital goods involved in the order. Deposits are fully refundable inline with section 9 of these terms & conditions.

8. Warranty

- 8.1 We warrant that as from the date of delivery for a period of 12 months (unless stated otherwise) any new goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the specification document are manufacturer's warranty only. This warranty does not apply to the matters stated in conditions 8.2 and 8.3.
- 8.2 The warranty in condition 8.1 does not apply to equipment previously installed at your premises.
- 8.3 The warranty does not apply to faults caused by the following:
 - a) Incorrect adjustment or positioning by you or other people of any part of the system
 - b) Consumable items or the failure of items with a finite life.
 - c) Work carried out by any police, fire or other authorities, or by telecommunications agency or other party
 - d) loss of mobile signal or a mobile network failure
- 8.4 We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9. Right to Cancel

- 9.1 For domestic customers a "cooling off period" of 14 days is applicable. And we will permit you to cancel this Agreement by sending written (inc email) notice within this period. For commercial customers no later than 7 days after the date on which this Agreement has been viewed and not contested. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse [or] retain all or part of your deposit as a contribution towards any losses or costs we suffer as a result of the cancellation.
- 9.2 If you have received the goods before you cancel this Agreement then you must send the goods back to our contact address at your own cost and risk. If you cancel this Agreement but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.
- 9.3 Once you have notified us that you are cancelling this Agreement, any sum debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order provided that the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.
- 9.4 You will be re-credited for the costs incurred in returning faulty or unsatisfactory goods.
- 9.5 We reserve the right to cancel the Agreement between us if:
 - 9.5.1 We have insufficient stock to deliver the goods you have ordered;
 - 9.5.2 We do not deliver to your area; or
 - 9.5.3 One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

10. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

11. Liability

- 11.1. Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- 11.2. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.

- 11.3. Where we need to carry out work on your premises and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system which occurs due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.
- 11.4. In the event of our losing or damaging your goods, we will pay for the reasonable costs of the repair or replacement (less wear & tear) of the item or provide you with a full refund if we have been negligent.
- 11.5. Nothing in this Agreement shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or that of its employees, agents or sub-contractors.
- 11.6. Where your security equipment has failed, and it has resulted in a loss of good/services, we limit our liability to three times the cost of your annual service & maintenance agreement. Where no agreement is in place, we will not accept any liability.

12. **Governing Law and Jurisdiction**

- 12.1 Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 12.2 CCTV systems require that any cameras that are overlooking public areas have to be registered by the customer with the ICO (Information Commissioners Office) for domestic systems, registration is free. For commercial systems there is a fee based upon the size and turnover of the company, for some organisations there is a flat fee. Please visit the ICO web site for more information. <https://ico.org.uk/>
- 12.3 For systems with an audio capability, audio cannot be recorded without the permission of the local Police Authority. Please contact your local Police force for further information.
- 12.4 The Control of Noise from Audible Intruder Alarm Act 1981, it is the customers responsibility to inform their Local Authority of their intention to install an intruder system at their premise.

13. **Entire Agreement**

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

14. **Third Party Rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

15. **Customer Services**

- 15.1. To protect your own interests please read the conditions carefully before agreeing to them. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone to our customer queries department, at the address and telephone number set out above.
- 15.2. If you are unhappy with any aspect of our service, please contact the Managing Director. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

16. **Annual Agreements**

- 16.1. We may end this agreement by giving you at least 3 months' notice in writing, the notice must not expire before the end of the first 12 months of the start date.
- 16.2. You may end this agreement by giving us at least 3 months' notice in writing, the notice must not expire before the end of the first 12 months of the start date
- 16.3. The start date of this agreement will be either once a takeover of the system has been completed, or on commissioning if a new system, modification to an existing system has taken place.
- 16.4. At any time you or we may end this agreement immediately if;
- the alarm receiving centre, or the system are destroyed or badly damaged so we cannot reasonably continue to provide the services.
 - we cannot arrange or keep the telecommunications facilities needed to transmit the signals between your premises, the alarm receiving centre and any fire or other authority.
- 16.5. We may either end this agreement or suspend the agreement for a period we consider appropriate if any of the following apply.
- you fail to make payment on time as per condition 7
 - you fail to follow any recommendation we make for repairing or replacing faulty of old parts of the system, or for repairs to your premises which we consider necessary for the system to work properly, or to prevent damage to the system
 - if you do not follow the operating instructions
 - if you change your premises in such a way, we believe it is no longer practical for us to continue providing our services
 - if the police, fire or other authority take away their approval, or will only give their approval depending on conditions, which we believe make it no longer practical to carry on providing our services.
- 16.6. The free or discounted call out charge may become void and full labour rates apply if any of the following occur;
- faults are caused by you or any other person, thing, event which we could not reasonably be expected to prevent.
 - you have asked us to visit your premises outside of normal working hours, unless this is covered under your chosen service level.
 - you have asked us to change the system, or we need to change it due to changes to your premises
 - you break one of the conditions of this agreement.
 - the system needs inspecting, resetting, reprogramming, repairing or replacing in situations where;
 - you, your keyholder or someone else has failed to follow operating instructions, has not locked, closed or secured a window, door or other protected point. Has not used or adjusted equipment properly or has interfered with the system.
 - equipment we have not supplied have caused a false alarm or a failure of the system.
 - your actions or failures, or those of anyone else other than us mean we need to inspect, repair or replace any part of the system.
 - rodents, other animals or insects cause damage to or activation of the system.
 - there is a problem or change with the communications line, path, connection including any radio-based signal that fails or is blocked by foreign objects/buildings that were not present at the time of commissioning the system, a failure of the mains electricity supply.
- 16.7. Extended warranty offered as part of this agreement will only apply in conjunction with (Condition 8)

17. **Changes to Terms and Conditions of Business**

We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

18. **General Data Protection Regulation**

We are MES Systems, trading as MES Systems Limited (Company Number 5060603) ("We" "us" "our" or "MES"). Our registered office is at; Enterprise House, Tenlons Road, Nuneaton, Warwickshire CV10 7HR we are committed to safeguarding your privacy. This policy - together with the SSAIB, NPCC and EU standards and rules and any other documents referred to on it - sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

MES Systems is a "Data Controller," which means that we are responsible for deciding how we hold and use personal information about you. We are required - under data protection legislation - to notify you of the information contained in this privacy notice.

It is important that you read this notice - together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you - so that you are aware of how and why we are using such information.

What information do we collect?

We collect your personal data because it is necessary, in relation to taking steps to enter into a contract with you and/or performance of a contract with you.

We may collect, store and use the following kinds of data about you:

- Information you give us: This is information about you that you give us by filling in forms on our site or by corresponding with us by phone, e-mail or otherwise. It includes information you provide when you apply for certification, participate in discussion boards or other social media functions on our site, when raising a query, when registering for an event, completing a survey, and subscribe to email notifications or newsletters and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information and personal description.
- Information we collect about you: With regard to each of your visits to our site, we will automatically collect the following information:-

- your IP address
- geographical location
- Type of browser
- referral source
- length of visit
- number of page views

• Information we receive from other sources: We may receive your information when we work with third parties - including; business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers and credit reference agencies, for example. However, we will notify you when we receive information about you from them and the purposes for which we intend to use that information.

We do not collect any sensitive personal data about you, such as information about your race, political opinions or religious beliefs - unless we obtain your explicit consent. In addition, we do not knowingly collect personal data from - or direct our content towards - those under the age of 16.

How do we use your personal data?

Personal data submitted on our site will be used for the purposes specified in this privacy policy.

We may use your personal data to:

- administer our site.
- carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us.
- provide you with information about other goods and services that we offer, which are similar to those that you have already enquired about or are certified for.
- send statements and invoices to you and collect payments from you.
- comply with our statutory and regulatory obligations.
- deal with enquiries and complaints made by or about you relating to the site.

Where you submit personal data for publication on our site, we will publish - and otherwise use - such data in accordance with the licence that you grant to us.

You can withdraw your consent to any marketing emails, at any time, simply by emailing marketing@mes-systems.co.uk.

Disclosing your personal data to others

We will not share your personal data with others, unless:

- we are under a duty to disclose or share your personal details in order to comply with any legal obligation, or in order to enforce or apply our rules.
- our business enters into a joint venture with, or is sold to or merged with, another business. We may then share your personal details with our new business partners or owners.
- we use third parties to carry out business activities and they require your personal details to do so. This includes our out of hours customer service, our 24/7 monitoring facility, Police authorities and other emergency services and may include analytics and search engine providers that assist us in the improvement and optimisation of our site.
- you have agreed to it being shared with third parties for relevant marketing activity, as per below.

Where relevant, we will require that third parties follow our data protection and privacy policies and we will require that such third parties do not use your personal details for their own business purposes, without your prior consent.

Cookies

Cookies are text files, placed on your computer to collect standard internet log information and visitor behaviour information. This information is used to track your use of a website and to compile statistical reports on website activity.

The Interactive Advertising Bureau (IAB) is an industry body that provides in-depth information about cookies. You can set your browser not to accept cookies and the IAB website tells you how to remove cookies from your browser. However, in a few cases, some elements of our site may not function if you do not permit cookies from your browser(s).

We automatically collect and store the following information about your visit to our site:

- The internet domain and IP address from where you access our site.
- The type of browser software and operating system used to access our site.
- The date and time that you access our site.
- The pages you enter, visit and exit from our site.
- If you linked to our site from another site, the address of that site.

The cookies we use are "analytical" cookies. They allow us to identify click stream patterns, to improve our site and to learn about the number of visitors to our site – as well as the types of technology that our visitors use.

We only use this information to ensure that our site stays compatible with a selection of browsers and systems and to ensure that our site appeals to a wide audience.

Where we store your personal data

We store all of your personal details on our secure servers, located both within and external to the European Economic Area.

We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

Any payment transactions will be encrypted using SSL technology. Where we have given you - or where you have chosen - a password that enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site. As such, any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Marketing

You have the right to ask us not to process your personal data for marketing purposes. We will inform you - before collecting your data - if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes.

You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data and you can also exercise the right - at any time - by contacting us at admin@mes-systems.co.uk

How long do we keep your personal data for?

We only keep your personal data for as long as is necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data - and whether we can achieve those purposes through other means - and the applicable legal requirements.

How secure is my data?

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

Your rights

Under certain circumstances, by law you have the right to:

- Request access to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- Object to processing of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes?
- Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please write to us at or email us at admin@mes-systems.co.uk

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

Your right to complain.

If you have any problems with the way that we are handling your personal data, you should contact the Information Commissioner's Officer (ICO).

The ICO can be contacted by telephone on 0303 123 113 - Monday to Friday, between 9am and 5pm - or by email at casework@ico.org.uk. You can also visit the ICO's website by following this link: <https://ico.org.uk/>.

Changes to our privacy policy

We keep our privacy policy under regular review and any updates are posted on our site. This privacy policy was last updated on March 21, 2018.

Data Controller

The data controller responsible for your personal data is MES Systems, trading as MES Systems Limited (Company 5060603.) Our GDPR registration number is ZA174665

If you have any questions about this privacy notice or how we handle your personal information, please contact MES Systems on 02476 341809.



A.Morgan. Managing Director



System Specific Notes:

Intruder Alarms Systems

1. The customer is to advise MES-Systems Limited of the location of any concealed water, gas, electrical, telephone or other services prior to the commencement of the installation works. In the absence of such advice, MES-Systems Limited cannot accept any liability for damage to these services or consequential loss due to the aforementioned services being damaged.
2. Where space protection such as dual technology and passive infra-red units are form part of the intruder alarm system, the field of view must not be obstructed as it may affect the detection capability. We recommend that the customer carry out regular walk tests in the period between preventative maintenance inspections. The customer should note that any alterations to the structure, building services, furniture or stock layout at the protected premise, might adversely affect the performance of detection devices this includes external communication devices employing GPRS signalling. The customer is responsible for any structural or changes that may be required to achieve the correct signal strength. MES-Systems will accept no responsibility for future changes in signal strength that are beyond their control. In any event that any of the aforementioned has taken or is about to take place, the customer should liaise with MES-Systems Limited to allow us to re assess the protection provided by the system.
3. Under the Control of Noise from Audible Intruder Alarm Act 1981, it is the customers responsibility to inform their Local Authority of their intention to install an intruder system at their premise.
4. Under the provisions of the Data Protection Act 2018, we are required to inform you that information supplied to MES-Systems Limited may be held on computer files and that any relevant information may be passed on to the local Police Force to be held on their files. Please see MES Systems Limited terms and conditions for full details.
5. The customer is to advise MES-Systems Limited in writing of the location of any asbestos or asbestos type of material that can be found on the premise. If the asbestos or a material suspected of being asbestos is found in areas other than previously documented, MES-Systems Limited will have the right to request that samples of the material are tested in accordance with the Control of Asbestos at Work Regulations Act 2012 at no cost to MES-Systems Limited.
6. The customer is to advise MES-Systems Limited in writing of any Hazardous Substance being used or stored on the premise where there is a reasonable risk to MES-Systems Limited employees or nominated contractors coming into contact with or being affected by such a substance. MES-Systems Limited must also be advised in writing of any precautionary measures they are required to take where such substance will be encountered whilst carrying out the initial installation or any work thereafter. If specialist personal protection equipment is required for protection against the Hazardous substances, (the customer at no cost MES-Systems Limited) must provide this.
7. The System design proposal is designed as trap protection only and the installed system cannot guarantee against loss. You should therefore adequately insure all contents
8. In order to prevent false alarms, would you please ensure that birds and animals are excluded from protected areas whilst the system is set, except where Pet Friendly Detection Devices are installed.
9. Any item within 12 months of the installation date found to be defective due to bad workmanship or faulty components will be replaced free of charge. However, acts of God, misuse or tampering with any item will invalidate any Guarantee.
10. The Maximum Efficiency of this equipment may be adversely affected by the contents and environment of the protected area. Further tests and adjustments may be necessary after installation.
11. Cabling, where possible, will be concealed within the structure of the building. Where this is not possible it will be surface run and mechanically protected where appropriate.
12. There will be a delay of 10 minutes before the operation of the Audible Alarm following the triggering of the remote signalling device to the Alarm Receiving Centre. This may vary in accordance with the local police authority. The Audible Alarm will sound immediately if a line fault is apparent at the time of an alarm condition. Internal sounders, if fitted, will sound in the event of an unconfirmed alarm.
13. Any existing equipment already installed or indicated within the system design specification is assumed to be in full working order. If found otherwise during modification to, testing of the system or subsequently, we reserve the right to replace with appropriately approved equipment and make additional charges as required.
14. If a mis-operation signal or unset signal is received by the Alarm Receiving Centre, within the specified alarm filtering delay, then the Alarm receiving Centre will cancel the alarm and regard the alarm as a false alert.
15. It is the customers responsibility to move stock and or any obstruction that may impede our engineers during the installation of the system.
16. Connection to the mains power supply:
Please arrange for a 13amp un-switched fused spur to be fitted in the agreed positions and to provide a certificate of testing for our records.
17. This Quotation is subject to installations being carried out during our normal working hours of Monday to Friday 09:00 am to 17:00 pm. It does not cover extraneous work, building work, decoration, and public holidays, unless alternative arrangements have been made in writing with the customer.
18. Where remote access/control is required it is your responsibility to provide or give access to your networking equipment including user names and passwords and advise us of any issues or faults with your network, networking equipment (inclusive of router, switches and or internet connection) prior to us attempting to open ports on your router for remote connection via the internet, otherwise we reserve the right to charge you for any time taken where our engineers have had to discover a fault or issue for themselves which has prevented us from opening up your ports in the allocated time of 30 minutes. Please be aware that any Security system with remotely accessible features relies on a stable internet connection and a router (with the necessary ports forwarded) in order for it to be accessed remotely. We may require additional support from you and/or your IT Company/networking specialist/ISP (internet service provider) to assist us in set up of this facility as our networking knowledge is limited to cover the systems we provide only. If we are installing a Security system with applicable features, we will enable the system(s) for remote access and we will attempt, but not guarantee, to configure your router to allow remote access to them. Once works to enable the remote access of your security system(s) is complete our Engineer(s) will provide relevant passwords, login details and where applicable demonstrate to you the remote access procedure for you records for future reference. Where this is not possible and additional support is needed, we cannot be held responsible for any resulting costs. Unfortunately, we cannot provide any remote viewing support, post installation, as our knowledge is limited to the basic set up contained within the manufactures specifications of systems we supply only. We can only provide support for the equipment supplied and installed by us and not your IT equipment or networking equipment.

Please be aware that if you are able to use your security system locally without error, but not via your local network or remotely then this normally indicates an issue with/ or a change to, your networking/router/ISP settings, which would need to be resolved by your IT company/ISP/networking specialist.

None of our maintenance agreements offer any networking cover relating to remote access and we cannot accept liability for any issues relating to networking issues which may be causing you issues with accessing your security system remotely.

'We' or 'Our' in the above paragraph relates to MES Systems Limited

'You' or 'Your' in the above paragraph relates to the customer of MES Systems Limited.

19. For systems designed for remote notification, the system is designed so that any two zones activating within a 30-minute period will generate a confirmed signal in accordance with PD 6662:2017, BS 8243:2010 and SSAIB Codes of Practice. For systems designed for audible warning devices only the system is designed to comply with PD 662:2010.

20. Where it is necessary to lift carpets to conceal cables etc., every effort will be made to relay the carpet satisfactorily. If in the unlikely event a carpet fitter is required by you to refit your carpet, MES- Systems Limited will incur no cost.

21. Preventative maintenance and corrective maintenance will be provided in accordance with the requirements of DD 263:2010, TS 50131-7 and the terms and conditions of our maintenance contract. Preventative maintenance will consist of 2 site visits (or alternatively 1 site visit and 1 remote system check in accordance with DD263) at six-monthly intervals. 24-hour emergency service this covers the facility of calling out the Engineer of MES-Systems Limited 24 hours per day throughout the service period.

22. Access levels: By way of acceptance of this system design specification the customer has agreed to waive the right to have a user enter the level 2 authorisation code each time before a level 3 (engineer access) user can gain access to the operating system.

23. Electronic security systems alone cannot prevent entry into, loss from or damage to any building; neither can they be guaranteed to operate as expected in all circumstances. They are designed to provide a detection capability, the quality of which will depend on the quality of the space, environment or objects to which they are applied.

They should be considered and used as part of an overall security strategy and in conjunction with other security measures such as:

(a) Perimeter fencing.

(b) Adequate building fabric.

(c) Locks, grilles or shutters for windows and doors etc.

Other Management risks you may wish to consider:

Can the premises adequately withstand a physical attack upon its external or building perimeter? Is there access to vulnerable areas such as skylights, roofs and climbing points?

Potential risk to Key holders as a result of delayed confirmation signals being received at the Alarm Receiving Centre.

Do Key holders fully understand how to operate the security system and does the security supplier hold the current key holders information.

Finally, it is essential that your insurers confirm that they have carried out a risk assessment and/or accept the security measures that you have taken.

The aforementioned is specifically to bring to your attention that electronic security is not and cannot be a substitute for adequate insurance cover.

CCTV Systems

1. The customer is to advise MES-Systems Limited of the location of any concealed water, gas, electrical, telephone or other services prior to the commencement of the installation works. In the absence of such advice, MES-Systems Limited cannot accept any liability for damage to these services or consequential loss due to the aforementioned services being damaged.

2. The customer should note that any alterations to the structure, building services, furniture or stock layout at the protected premise, might adversely affect the performance of detection devices and CCTV images this includes external wireless devices. The customer is responsible for any structural or other changes that may be required to achieve the correct signal strengths from wireless devices or camera angles. MES-Systems will accept no responsibility for future changes that are beyond their control. In any event that any of the aforementioned has taken or is about to take place, the customer should liaise with MES-Systems Limited to allow us to re assess the protection provided by the system.

3. Under the Control of Noise from Audible Intruder Alarm Act 1981, it is the customers responsibility to inform their Local Authority of their intention to install any external audible warning devices at their premise.

4. Under the provisions of the Data Protection Act 1998, we are required to inform you that information supplied to MES-Systems Limited may be held on computer files and that any relevant information may be passed on to the local Police Force to be held on their files.

5. The customer is to advise MES-Systems Limited in writing of the location of any asbestos or asbestos type of material that can be found on the premise. If the asbestos or a material suspected of being asbestos is found in areas other than previously documented, MES-Systems Limited will have the right to request that samples of the material are tested in accordance with the Control of Asbestos at Work Regulations Act 2012 at no cost to MES-Systems Limited.

6. The customer is to advise MES-Systems Limited in writing of any Hazardous Substance being used or stored on the premise where there is a reasonable risk to MES-Systems Limited employees or nominated contractors coming into contact with or being affected by such a substance. MES-Systems Limited must also be advised in writing of any precautionary measures they are required to take where such substance will be encountered whilst carrying out the initial installation or any work thereafter.

If specialist personal protection equipment is required for protection against the Hazardous substances, (the customer at no cost MES-Systems Limited) must provide this.

7. The System design proposal is designed as an additional visual aid only and the installed system cannot guarantee against loss. You should therefore adequately insure all contents

8. In order to prevent false activations from external movement devices would you please ensure that animals, tree lines and shrubbery are excluded from the path of external movement devices.

9. Any item within 12 months of the installation date found to be defective due to bad workmanship or faulty components will be replaced free of charge. However, acts of God, misuse or tampering with any item will invalidate any Guarantee.

10. The Maximum Efficiency of this equipment may be adversely affected by the contents and environment of the protected area. Further tests and adjustments may be necessary after installation.

11. Cabling, where possible, will be concealed within the structure of the building. Where this is not possible it will be surface run and mechanically protected where appropriate.

12. If applicable, following the triggering of the remote signalling to the Alarm Receiving Centre, the pre agreed procedures will be implemented. Any audible alarms will operate in accordance with the agreed regime.

13. Any existing equipment already installed or indicated within the system design specification is assumed to be in full working order. If found otherwise during modification to, testing of the system or subsequently, we reserve the right to replace with appropriately approved equipment and make additional charges as required.

14. It is the customers responsibility to move stock and/or any obstruction that may impede our engineers during the installation of the system.

15. Please arrange for a 13amp un-switched fused spur units or other suitably rated external equipment to be fitted in the agreed positions and to provide a certificate of testing for our records.

16. This Quotation is subject to installations being carried out during our normal working hours of Monday to Friday 09:00 am to 17:00 pm. It does not cover extraneous work, civil works, building work, decoration, and public holidays, unless alternative arrangements have been agreed in writing with the customer and MES-Systems Limited.

17. Where external cameras and detection devices are employed, It is the customers responsibility to install and/or maintain the perimeter of the protected area.

18. Where remote access/control is required it is your responsibility to provide or give access to your networking equipment including usernames and passwords and advise us of any issues or faults with your network, networking equipment (inclusive of router, switches and/or internet connection) prior to us attempting to open ports on your router for remote

connection via the internet, otherwise we reserve the right to charge you for any time taken where our engineers have had to discover a fault or issue for themselves which has prevented us from opening up your ports in the allocated time of 30 minutes.

Please be aware that any Security system with remotely accessible features relies on a stable internet connection and a router (with the necessary ports forwarded) in order for it to be accessed remotely.

We may require additional support from you and/or your IT Company/networking specialist/ISP (internet service provider) to assist us in set up of this facility as our networking knowledge is limited to cover the systems we provide only.

If we are installing a Security system with applicable features, we will enable the system(s) for remote access and we will attempt, but not guarantee, to configure your router to allow remote access to them. Once works to enable the remote access of your security system(s) is complete our Engineer(s) will provide relevant passwords, login details and where applicable demonstrate to you the remote access procedure for your records for future reference.

Where this is not possible and additional support is needed, we cannot be held responsible for any resulting costs.

Unfortunately, we cannot provide any remote viewing support, post installation, as our knowledge is limited to the basic set up contained within the manufactures specifications of systems we supply only.

We can only provide support for the equipment supplied and installed by us and not your IT equipment or networking equipment.

Please be aware that if you are able to use your security system locally without error, but not via your local network or remotely then this normally indicates an issue with/ or a change to, your networking/router/ISP settings, which would need to be resolved by your IT company/ISP/networking specialist.

None of our maintenance agreements offer any networking cover relating to remote access and we cannot accept liability for any issues relating to networking issues which may be causing you issues with accessing your security system remotely.

'We' or 'Our' in the above paragraph relates to MES Systems Limited

'You' or 'Your' in the above paragraph relates to the customer of MES Systems Limited.

19.CCTV systems alone cannot prevent entry into, loss from or damage to any building; neither can they be guaranteed to operate as expected in all circumstances. They are designed to provide a visual aid and images captured/viewed will depend on the quality of the lighting, environment or objects to which they are applied.

They should be considered and used as part of an overall security strategy and in conjunction with other security measures.

The aforementioned is specifically to bring to your attention that electronic security is not and cannot be a substitute for adequate insurance cover.

20. Please note any systems with cameras that are overlooking public areas have to be registered by the customer with the ICO (Information Commissioners Office) For domestic systems registration is free. For commercial systems there is a fee based upon the size and turnover of the company, for some organisations there is a flat fee. Please visit the ICO web for more information. <https://ico.org.uk/>

21.For systems with an audio capability, audio cannot be recorded without the permission of the local Police Authority. Please contact your local Police Force for further information

Fire Alarm Systems

1. The customer is to advise MES-Systems Limited of the location of any concealed water, gas, electrical, telephone or other services prior to the commencement of the installation works. In the absence of such advice, MES-Systems Limited cannot accept any liability for damage to these services or consequential loss due to the aforementioned services being damaged.

2.This Quotation is subject to installations being carried out during our normal working hours of Monday to Friday 09:00 am to 17:00 pm. It does not cover extraneous work, building work, decoration, and public holidays, unless alternative arrangements have been made in writing with the customer. This quotation allows for the installation being carried out during normal working hours

3. Where automatic detection devices are installed they must not be obstructed as it may affect the detection capability. We recommend that the customer carry out a weekly test in the period between preventative maintenance inspections.

The customer should note that any alterations to the structure, building services, furniture or stock layout at the protected premise, might adversely affect the performance of detection devices this includes external communication devices employing GPRS signalling. The customer is responsible for any structural or changes that may be required to achieve the correct signal strength. MES-Systems will accept no responsibility for future changes in signal strength that are beyond their control. In any event that any of the aforementioned has taken or is about to take place, the customer should liaise with MES-Systems Limited to allow us to re assess the protection provided by the system.

4. The system requirements should be based on consultation between the interested parties. The customer therefore needs to ensure that all relevant information is communicated and that MES Systems have been advised of the results of any consultation with the other relevant interested parties (including but not necessarily limited to the Local Fire Authority, Building Control, Insurance Company etc).

5. Under the provisions of the Data Protection Act 2018, we are required to inform you that information supplied to MES-Systems Limited may be held on computer files and that any relevant information may be passed on to the local Fire authority and the local Police Force to be held on their files. Please see MES Systems Limited terms and conditions for full details.

6. The customer is to advise MES-Systems Limited in writing of the location of any asbestos or asbestos type of material that can be found on the premise. If the asbestos or a material suspected of being asbestos is found in areas other than previously documented, MES-Systems Limited will have the right to request that samples of the material are tested in accordance with the Control of Asbestos at Work Regulations Act 2012 at no cost to MES-Systems Limited. Should asbestos be found during the installation it will be the clients responsibility to make the area safe for the installation or commissioning works to proceed. Additional charges may apply where additional health and safety precautions need to be implemented for work carried out next to or in the vicinity of asbestos materials.

7. The customer is to advise MES-Systems Limited in writing of any Hazardous Substance being used or stored on the premise where there is a reasonable risk to MES-Systems Limited employees or nominated contractors coming into contact with or being affected by such a substance. MES-Systems Limited must also be advised in writing of any precautionary measures they are required to take where such substance will be encountered whilst carrying out the initial installation or any work thereafter. If specialist personal protection equipment is required for protection against the Hazardous substances, (the customer at no cost MES-Systems Limited) must provide this.

8. It is the responsibility of the customer to consult with other interested parties to ensure that the system proposed is suitable for the customer's needs.

9. It is an essential responsibility when implementing any system (design, installation or commissioning) to ensure the potential for false alarms are identified and eliminated wherever possible.

Should a potential false alarm risk be identified during the Design/Commissioning and Installation of the proposed project, the client will be advised. For detailed recommendations and advise please refer to section 30 of BS5839 pt1: 2017. Should a system modification be required, we reserve the right to modify our costs accordingly. In order to prevent false alarms, would you please ensure that all staff and visitors are aware that an automatic Fire Alarm System is installed.

Be aware that any building works that may be carried out could lead to false alarms, unless precautions are taken.

10. Any item within 12 months of the installation date found to be defective due to bad workmanship or faulty components will be replaced free of charge. However, acts of God, misuse or tampering with any item will invalidate any Guarantee.

11. Where audible alarm devices are specified the quantity, type and layout has been defined by MES Systems or by the original designer with the intention of producing at least the minimum sound level required by BS5839 Pt 1: 2017. The sound absorption qualities of the structure, furniture and furnishings cannot be known at the design/quotation stage, therefore additional sounders may be required to achieve compliance with the standard (which will not be quantified until the commissioning stage). Should additional sounders be required these would be at additional cost to this proposal and would require an additional written order or instruction.

12.The customer is to provide dedicated electrical supplies to each panel, repeater or power supply location. All supplies should be 230V AC and suitably tested and certificated. All supplies should be derived from the same phase and from a single main isolating device within the protected premises.

Where multiple supplies are required and it is impractical to have a single point of supply then the supplies should be derived from the nearest suitable Consumer Unit/Distribution Board subject to the agreement of the interested parties.

Fire resistant cable complying with BS 7629 & BS5839 Part 1: 2017 should be used for the final circuit supplying the 230v Ac supply to any part of a Fire Alarm System. The supply outlet plate should incorporate a double pole key-switch, a 13 Amp fuse carrier and be labelled "FIRE ALARM. DO NOT SWITCH OFF"

13. Any existing equipment already installed or indicated within the system design specification is assumed to be in full working order. If found otherwise during modification to, testing of the system or subsequently, we reserve the right to replace with appropriately approved equipment and make additional charges as required.

14. System record drawings of the system will be prepared by MES Systems subject to the supply by the customer of suitable base drawings detailing the building outline and internal full height partitions. Where free issue drawings are not available, record drawings will be based upon basic outline sketches or drawings only and may be subject to additional costs.

15. All work area should be safe and classified as non-hazardous.

16. It is a duty of the responsible person under Fire Safety Legislation to ensure that any system used to satisfy a fire safety requirement be serviced by a competent organisation. Any British Standard or Third Party certification is only valid while the system is maintained to the relevant standard. MES Systems provides preventative maintenance and testing to conform to the latest British standards including BS5839 Part 1: 2017. We also provide emergency call out 24 hours a day, 365 days a year.

17. It is the customer's responsibility to provide access and re-instatement of specialist ceilings or floorings associated with cable routes, lifting and replacement of floor boards as necessary. To move stock and or any obstruction that may impede our engineers during the installation and commissioning of the system. To provide site welfare facilities, safe storage of plant and materials, provision of suitable 110v power and lighting. Wall chases, drilling of holes over 25mm diameter. Fire stopping and fire barriers, protection of the works.

18. Relevant information will include but is not limited to:- Building evacuation plan/strategy, risk assessment documents, any special requirements including the presence of persons with limited mobility or the hard of hearing, fire Alarm system type and category, false alarm risks, results of consultation with others in respect of the fire alarm system, the presence of ceiling/floor voids or plenums.

19. It is an essential responsibility when implementing any system (design, installation or commissioning) to ensure the potential for false alarms are identified and eliminated wherever possible. Should a potential false alarm risk be identified during the Design/Commissioning and Installation of the proposed project, the client will be advised. For detailed recommendations and advice please refer to section 30 of BS5839 pt1: 2017. Should a system modification be required, we reserve the right to modify our costs accordingly.

20. Where Interfaces to control or signal other systems such as lifts, vents, shutdowns etc are provided, the interconnecting cables and final connection of these interfaces is the responsibility of others. MES Systems will test and commission all system interfaces to the field wiring connection points and against the specified system requirements (cause & effect). No additional allowance has been for any programming/commissioning/testing or witness testing of any third party system.