



Terms and Conditions Acceptance form

Thank you for choosing BAC as your nominated Fire & Security provider.

It is important that you familiarise yourself with our terms and conditions before we commence any work for you. Please have a read through the below sections and complete the attached form on the back page. This needs to be sent back to us by either post or e-mail. Address details for both are on the acceptance form.

Thank you

BAC Terms and Conditions 2017

Customer Information

Any personal details given online for the provision of a particular service, will be stored on a secure server. This data will be held and processed under the terms of the Data Protection Act 1998. Such information may be shared across BAC Fire & Security Ltd for the purpose of providing and improving services to you. This will aid our ability to take information once and minimise the length of time each future contact will take. We will not share information with any third parties unless required to do so by law - this might include the Police if requested to aid the prevention and detection of crime. The information we gather will also enable us to better understand your needs and how you use BAC services so that we can continue to improve our performance over time. The use of your personal information is covered by our registration under the Data Protection Act 1998. Under this legislation you can request a copy of the information we hold about you. If any information we hold about you is incorrect please let us know.

Key holder & Police Response

Monitoring, via Digital Communicator **COMPLIES FULLY WITH SEQUENTIAL VERIFICATION POLICIES AND PD6662:2004 ENTRY/EXIT PROCEDURES**. This ensures that any loss of communication with the premises will be immediately actioned and investigated by the Police and first available key holder. If a break-in occurs the digital communicator will dial our 24 hour central station facility, reporting the exact position of the detection equipment activated and the sequential verification will enable them to track movements within the premises. You will be asked to complete a Notice of Intention to install form; this is to enable a Unique Reference Number (U.R.N) to be obtained from the Police. Without this number Police will not attend the premises in the event of activation.

PLEASE BE ADVISED THAT IF THE POLICE RECEIVE AN EXCESSIVE NUMBER OF FALSE ALARMS (CURRENTLY 3) THIS COULD RESULT IN THEM WITHDRAWING THEIR RESPONSE TO SIGNALS ORIGINATING FROM YOUR SYSTEM.

NOTE: BAC can only offer POLICE RESPONSE to systems that meet ALL current ACPO (Association of Chief Police Officers) policy. Should a system fall below the required standard, BAC will offer a quotation to upgrade the system to the required standard. All work relating to upgrading of systems is fully chargeable.

URN Information

Police services in the UK will only offer a response to confirmed alarm signals from a monitored alarm system which has been granted a Police URN (Unique Reference Number), the aim being to provide an effective response to genuine intruder and panic attack alarms.

Monitoring Information

The Digital Communicator (ATS), with a pre-programmed chip, will be fitted in the control panel, to transmit a coded electronic signal to our 24 hour, manned, communication Centre (NACOSS approved).

Monitoring Cancellations – Excludes DigiCom

Once a monitoring format has been ordered by the client the relevant equipment will be configured specifically for the client's site and cannot be used elsewhere. Due to this a cancellation and administration charge is applicable to cover time spent setting up the account and programming of equipment. Depending on device type the maximum charge would be £120.00 including vat (£100.00+vat).





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System Verification

All Intruder Alarm Systems requiring Police response must be verified, therefore upon commissioning, Pin 6 will be programmed for verification. This will enable the Alarm Receiving Centre to inform Police and key holders the exact position of activation. This will verify that the activation is not a false alarm, thus ensuring priority Police response and eliminate false alarms which result in a waste of Police time and inevitable loss of Police response. Verification is compulsory in accordance with ACPO Policies.

* Two maintenance visits per year, to check the integrity of the alarm system and to comply fully with PD6662:2004.

* A full 365 days a year, 24 hour call-out service provided by our team of fully qualified service engineers, who are ready to help on any queries you may have.

Access to Premises: General

This quotation is given on the understanding that access to the premises is available Monday to Friday between 08.30 – 17.00 hours excluding Public Holidays. Should we be requested to work outside these hours an additional charge may be levied.

If an installation date that has been agreed and accepted by the client becomes unsuitable, a minimum period of 24 hours' notice should be given in order to reschedule work. In cases where a period less than this is given, an administration charge of £60.00 Including VAT (£50.00 +vat) will become applicable.

Access to Premises: Flats and multiple residences

The notifying of residents in respect of expected visits and required access is the responsibility of the properties landlord.

In cases where access to multiple residences is required, each address being visited should have had reasonable notice and agreed to give access.

In the cases where upon attendance access is refused or the resident is absent, this will be recorded as a 'Failed visit'.

Access to Premises: FIRE BRIGADE RESPONSE TO MONITORED FIRE ALARMS

The Fire Brigade will use any force deemed necessary to gain access to a building should they have reason to believe a Fire is in progress. BAC Fire & Security Ltd take no responsibility or liability for any damage sustained to property or it's gates/Doors/Roller shutters/Fencing etc... through access being gained by force unless directly caused through BAC's negligence.

Failed Visits

Unless a failed visit is the result of attendance outside of the agreed time frame, or of an emergency nature. I.e: Access denied due to Police/Emergency services involvement, a rescheduling charge at BAC's current rate is applicable. BAC charge £122.40 Including VAT (£102.00+vnt) for a standard in hours Callout and 1 hours labour. For out of hours attendance a surcharge of 19% is applicable to these costs.

Failed Visits due to incorrect customer information

In the event of BAC attending an incorrect address due to being provided inaccurate/incorrect information, BAC reserve the right to charge for any time spent travelling or administration time spent in attaining the correct information. This is chargeable at the standard contract rates but may be waived at the discretion of the Managing Director.

Breaks (operatives) & Use of Facilities

During a full working day (08:30 – 17:00) our operatives will be expected to take a lunch break. This may mean leaving site for a period of not more than 45 minutes. Whilst working on your premises/sites our operatives should be afforded the use of any WC facilities in place. Should this not be suitable the client should inform the company so that alternative arrangements can be made, such as location of the nearest public facilities.

Parking

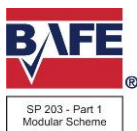
Wherever possible we ask clients to make arrangements so that our operative's vehicle can be parked on site. This minimises the repeated carrying of heavy machinery and thus reduces the total time on site. In the cases where this is not possible, we ask that the client advises us of the best nearest location to use.

Variations to Specification

When a quotation/specification is offered to a client and subsequently accepted, the client is also accepting the installation method specified. Should the client make changes to the installation method additional costs may apply. Any modification subsequently found necessary to counteract adverse environmental or electro-magnetic conditions affecting the performance of the system, may also give rise to additional charges. Any work relating solely to the grading and the design of Intruder Alarm Systems are done so according to **PD6662** and **EN50131**. The grading and design are based on a survey of the premises and information available at the time, including any valuation(s) or other information provided by the customer or the customer's representative.

Bedding- in period – New systems

In the case of new systems, installations are subject to a 'soak test' period of 14 days. This is due to factors such as environmental acclimatisation, building usage, and Staff or property owners becoming familiar with operation of system. This minimises the risk of false alarms and ensures longevity of fault free function. In these cases should additional work be required to configure the system differently in order to optimise its performance, or should additional hardware be required due to factors not previously mentioned during the initial client consultation, a further client consultation will take place in which any applicable additional costs will be discussed and agreed upon before work continues. This bedding in period does not affect Warranty or payment terms.





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SMS Signalling

SMS notification is provided through a geographical monitoring centre and sent through a 'Landline' system. It is the customer's responsibility to clarify the compatibility with their respective networks. Please speak to your mobile and landline provider to clarify compatibility.

Warrantees

All work has a 12 month warranty from date of completion. This can be extended up to 3 years by having the equipment maintained by BAC. Should BAC be called to attend a system fault that upon investigation is shown to be caused by environmental issues, User error, Vandalism or any scenario outside of manufacturer fault, the call-out and subsequent time spent will be chargeable at standard contract rates. BAC charge £122.40 Including VAT (£102.00+vat) for a standard in hours Callout and 1 hours labour. For out of hour's attendance a surcharge of 19% is applicable to these costs.

Planned Maintenance

Planned maintenance is completed in strict accordance with the relevant UK and or European standards. The purpose of planned maintenance is to prolong the service life of *Already Fully Functional systems* by identifying any likely failure of components due to age or wear and tear, and to ensure the system is 'fit for purpose', if during these visits faults should be identified, a quote will be generated and submitted to the client explaining all relevant charges, before any reparation work is undertaken. Any work outside of the planned maintenance will be fully chargeable.

Inclusive Planned Maintenance

BAC sometimes offer free planned maintenance as part of an installation. BAC reserve the right to retrospectively withdraw this offer without notice or reason. The free maintenance aspect of installations have no value within the quoted cost, subsequently no discount or rebate is applicable.

Working at height

It is the client's responsibility to inform the company of any system elements that are situated at a height of above 15 feet in order for suitable equipment to be arranged before commencing work. Should the client not inform the company before attending, and subsequently the operative cannot complete the work, this will be recorded as a 'Failed visit' and the relevant costs will be chargeable. In situations requiring specialist equipment, such as scissor lifts, the client will be liable for any additional charges for equipment hire. The client will be contacted and further consultation will occur to discuss any additional applicable costs.

Payment

Payment will be required in full upon completion of works unless previously agreed in writing. If payment is not received within the terms provided additional collection costs of £200.00 Including VAT (£166.66 +vat) may be applied. Should the invoice not be settled within the above period a reminder will be sent. Should the invoice remain outstanding after a further 14 days the URN's will be withdrawn resulting in Police response service being suspended and the customers notified in writing. In the event of service suspension, full reconnection fees may apply depending on length of period suspended.

Payment Terms

Our standard *commercial* customer credit terms are 30 days, any ongoing works are liable to be put on hold and no future work shall be undertaken until full payment of all monies overdue are paid. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed terms. Domestic sales are expected to be paid upon completion unless previously agreed in writing.

Cheque payment: Make cheques payable to 'BAC Fire & Security Ltd'; please ensure your guarantee card number is on the rear of cheque if applicable.

Bank Transfers: We bank with Lloyds TSB, our account number is **30416068** and our sort code is **30-84-75** please use your invoice number shown at the top of your bill as a reference.

Credit/Debit Card

BAC **DO NOT** accept Credit or Debit cards.

Prices stated within Quotations and Estimates

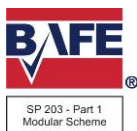
Any estimates or quotations given are based upon BAC Fire & Security Ltd's current costs of equipment and operation. Any estimate or quotation is liable to change to cover any rise or fall in such costs at any time after acceptance the acceptance period of 30 days; this is understood by the Client. All BAC Fire & Security Ltd estimates or quotations are subject to VAT at the current rate of 20% where applicable.

Specially Ordered and Non-Stocked Items

On the occasion that BAC order goods or equipment outside of our ordinary product range, BAC reserve the right to charge a restocking fee in line with our supplier's charges, on occasion this may be as much as 40%. On the occasion that BAC **cannot** return the goods, the full invoice cost is applicable.

Force Majeure

We shall not be liable for any failure to meet our obligations occasioned by circumstances beyond our reasonable control.





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General Notes

The installation will be carried out in a professional manner and is expected to take no longer than specified. The costs shown are given on the understanding that access to the premises is available Monday to Friday between 08.30 – 17.00 hours excluding Public Holidays. Should we be requested to work outside these hours an additional charge may be levied. In order to arrive at the prices stated within this quote, we assume that we have been provided with all relevant information in relation to the job. In the case of tenders we assume we have received all information required in the respect of drawings, reports, Fire risk assessments etc. We reserve the right to adjust our costs should we later be advised of information not previously disclosed which impacts upon our system design and/or required work period. Prices are based on the assumption that the work will be carried out in accordance with the specification agreed between parties. Any variations thereto, abnormal working conditions or other work found necessary may be subject to amended charges. All prices stated are subject to VAT.

- All Fire extinguisher maintenance are provided for BAC by Avon Extinguishers Ltd.
- All of our PAT testing, Fixed Installation and Thermographic survey services are provided for BAC by Safety Test (UK) Ltd.
- All of our Key Holding and manned guard services are provided for BAC by The NSG Security Group Ltd.

Re-use of Existing Equipment (Where Applicable)

BAC will not be held liable for any failure or malfunction caused by the use of existing equipment or wiring. Should an electrical inspection be required at the time of installation, this can be provided but will include additional charges. Use of existing equipment or wiring shall be subject to satisfactory inspection at the time of installation. Should any repair or replacement be found necessary or subsequently ensue, this may give rise to additional charges. Any modification subsequently found necessary to counteract adverse environmental or electro-magnetic conditions affecting the performance of the system, may also give rise to additional charges.

In respect of Fire Risk Assessments

On the occasion that BAC & Aegis Services conduct and complete fire risk assessments, we confirm that in preparing these assessment we have exercised all reasonable skill and care. The content of the assessment is based on observations and the information and access provided at the time to us. All such information is accepted in good faith as being factual, accurate and a valid representation of the situation on the day of the assessment.

No guarantee can be given that any subsequent visit by inspectors with statutory powers may result in other breaches of legislation being found. Whilst every care is taken to interpret current legislation and approved codes of practice(s), these can only be authoritatively interpreted by courts of law. BAC & Aegis Services cannot accept responsibility to any parties whatsoever, following the issue of this report, for matters arising, which may be considered outside the scope of works.

BAC & Aegis Services have assumed that all relevant building regulations were complied with in the construction of the premises, including any extension(s), conversion(s), renovation(s) and refurbishment(s). We have not looked at roof spaces or other hidden area in the premises except where there was an obvious fire hazard that reasonably required further investigation.

The assessments are issued in confidence and BAC & Aegis Services cannot accept any responsibility to any third parties to whom this assessment may be circulated, in part or in full and any such parties rely on the contents of this assessment solely at their own risk.

In addition we can accept no responsibility for any fire that may occur on the premises. This risk assessment, if acted upon, will reduce the likelihood of a fire occurring, it will not guarantee that a fire will never occur. If you follow the advice, the effects of fire will be mitigated. You must ensure that you have the appropriate insurance in place to cover any loss or damage in the event of a fire.

The Responsible Person(s) needs to understand that the assessment is there to assist them in helping meet their statutory responsibilities under fire safety law. It should be reviewed regularly and updated accordingly.

Equipment (Other)

BAC source products through reputable and established manufacturers. BAC reserve the right to refuse work based upon customers providing equipment not sourced through them. Should BAC agree to install equipment provided by the customer, the customer understands that BAC cannot offer warranty or guarantee of any kind.

Damage

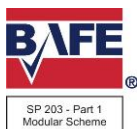
Any material damage whether to premises (such as plaster or paint work), or fixtures and fittings (Lights, trim, furniture) should be reported within 10 days of BAC's visit to site. Any claims made after this time will not be accepted.

Decorative Order

BAC take no responsibility for 'making good' in respect of painting, plastering, filling, skirting etc., unless specifically agreed in writing.

Cabling

All installation quotes are based upon surface clipping or trunking of cables unless specifically specified otherwise.





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Hazardous environment & Asbestos

After initial inspection, if ASBESTOS should be found to be present on site, any additional equipment or treatments required will be chargeable at the customer's expense. It is the client's responsibility to make the company aware of any hazardous material or equipment within the areas that work is expected to take place. Should, upon arrival any operative of the company deem the site unsafe/unfit for work they will report back to the company immediately. The company may then dispatch an assessor based upon level of risk to ensure that Health and safety guidelines are adhered to and make arrangements for the required changes to take place in order to 'make safe' the working environment. In the above circumstances the client will be held liable for any additional time costs and/or additional protective equipment required to complete work safety.

Environmental Responsibility - Waste

BAC is accredited by ISO14001 in recognition of our environmentally responsible policies. BAC contract the disposal and wherever possible, the recycling of our waste to ELM TREE RECYCLING LTD. BAC use this company due to their strict code of ethics and responsible trading practices. For more information about our waste provider please visit their website at www.elmtreerecycling.com

Levels of Maintenance cover

BAC Fire & Security Ltd offer three levels of maintenance contract. The main options available are outlined below.

Standard – This is our basic agreement which offer you the standard maintenance visits applicable to your systems. Any additional call-outs outside of your annual visits are chargeable, as is any additional labour costs or parts.

Premium – This level of cover includes the standard annual visits, but also includes any additional call-outs and labour. The only additional charges that are applicable would be parts, although a level 2 customer also benefits from discounted part costs.

Comprehensive – This is the premium level of cover offered by BAC, as a level three customer EVERYTHING is inclusive. No additional annual costs at all, this includes all labour, callouts and parts

NOTES: Should BAC be called to attend a system fault that upon investigation is shown to be caused by environmental issues, User error, Vandalism or any scenario outside of manufacturer fault, the call-out and subsequent time spent will be chargeable at standard contract rates. BAC charge £122.40 Including VAT (£102.00+vat) for a standard in hours Callout and 1 hours labour. For out of hour's attendance a surcharge of 19.5% is applicable to these costs.

Complaints

Complaints should be sent in writing to: The Customer service desk, BAC Fire & Security Ltd, Unit 5 Stoke View Business Park, Bristol, BS16 3AE or via e-mail to info@bacsecurity.com. Alternatively you may contact us via the enquiry section of our websites, simply title your query 'Complaint'. BAC will respond within 10 working days.

Cancellation

Please submit your intention to cancel within 30 days of your renewal date. This should be presented in writing, either by post or by e-mail to info@bacsecurity.com. BAC Fire & Security Ltd hold the right to cancel and suspend any services/agreements if the client is not responding to any notices, payment requests or providing the requested information. If the client wishes to reactivate their account and services they *may* be liable to pay an administration charge of £120.00 Including VAT (£100.00 +VAT)

Title

The Client shall be deemed to have accepted the equipment and services on completion of works/delivery but BAC Fire & Security Ltd shall retain ownership of all system designs, materials and equipment until they have been paid for in full. In the instance of installation or delivery of equipment being made prior to payment being received then BAC Fire & Security Ltd have the right to collect any and all equipment provided, *by any means necessary*. Any charges incurred for collection will be invoiced to the Client along with any original costs.

Certification

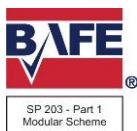
When any Installation is completed a certificate of compliance will be issued to you. In the case of Intruder Alarm systems your will be provided with SSAIB certification, In the case of Fire Alarms the Certification will be BAFE. The cost of certification is included in the Installation costs although the following charges apply should you require duplicates. SSAIB Intruder Certification is £25.00 Including Vat (£20.83 +Vat) and BAFE Fire Certification is £60.00 Including Vat (£50.00+Vat). Annual Service certification is included in your maintenance agreement costs.

SSAIB Inspection

The Company has been awarded certification to **British Standard BS EN ISO 9001 Quality Assurance** in Production, Installation and Servicing covering Intruder Detection, Access Control and CCTV Systems. The Company is an Approved Installer on the Roll of the **Security Systems Alarm Inspectorate Board (SSAIB)**. A condition for enrolment is that all installations comply with the relevant British and European Standards. When the work is completed a certificate of compliance is issued to you. In your interest installations are liable to Inspection by SSAIB.

Social media

BAC may choose to 'follow', 'like' or otherwise establish connections with other organisations and individuals using social media. This is so that the BAC can maintain contact with what other social media users are saying and, where appropriate, share any suitable content. Sometimes we also need to establish a connection so that we can engage with users, e.g. via direct messages or posting. This is an emerging area of communications and as such BAC will review and amend its practice continuously. BAC does not implicitly or explicitly endorse any individual or organisation merely by virtue of creating an affiliation. This would apply to association to companies or clubs through Sponsorship, funding or charitable donation.





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Disassociation

BAC may choose to sever any connection or support of any organisation or individual should there be some over-riding reason to do so, e.g. because it poses a significant and material risk to BAC's reputation and credibility, or a significant and material breach of BAC's obligation to maintain political neutrality. It is not possible to be prescriptive on what would pose such a threat and each case will need to be considered on its own merits.

Website & Website resources

The BAC Fire & Security Ltd website (www.bacsecurity.com & www.bacresidential.com) is a service operated by Vector7, Honiton, Devon, EX14 1PE. You are welcome to download any of the reference material from our website for your own personal use. You accept all risks from downloading, installing or using the material. BAC will not be responsible for any damage (including any damage caused by viruses) to your computer or software or any losses or damage suffered by you as a result of downloading, installing or using the material. You will not, without the prior written agreement of BAC Fire & Security Ltd reproduce, redistribute or alter any of the material or alter or remove any copyright notices on the material. By downloading, installing or using any of the material you automatically agree to these terms and conditions. If you do not agree to these terms and conditions, then please do not download, install or use any of the material.

Customer Feedback

BAC are Trading Standards approved and invite client feedback through our website upon completing installations. All Feedback is totally anonymous and allows BAC to closely monitor performance and customer satisfaction. BAC do not receive any information regarding client details.

Armed Forces & Emergency Services Discount

BAC are happy to offer discounted services and rates to our emergency services and Armed forces on the understanding that BAC are made aware of at the point of contact. Therefore if BAC are notified of your entitlement to discount after work is completed, we cannot apply discount retrospectively.

All other rights are reserved to BAC

Any infringement of our rights will result in the appropriate legal action. By using BAC services you are agreeing to be bound by the terms and conditions shown in this document.

Should you have any questions relating to any part of this document
please either call us on 0117 958 38 38 or e-mail us at info@bacsecurity.com

