

TERMS AND CONDITIONS

1 DEFINITIONS

The Company is Demopad Software Ltd (DSL) being the contractor, sometimes referred to as "our" or "we" in these Terms and Conditions. **The Customer** is the person whose name and address appears on the quotation, sometimes referred to as "you" or "your" in these Terms and Conditions. **The Contract** refers to the quotation plus these terms and conditions.

2 GENERAL

The customer is deemed to have accepted this contract when a written or verbal acceptance has been given to DSL.

3 COSTS

i) The quoted costs may be revised if:

- a) You want the work carried out more urgently than agreed.
- b) You change the Specification.
- c) Your Premises are in some way unsuitable for the equipment and this was not apparent from our original survey.
- d) There are any other special circumstances we were not aware of when supplying our original quotation.
- e) E & OE

ii) All telephone line installation, rental and call charges are the responsibility of the Customer, as are police administration fees.

iii) If you are late in paying, we may charge you interest on the amount outstanding at the rate of 4% over the base rate of Barclays Bank plc from the due date until payment is received.

iv) Work is normally carried out between 9.00am to 5.00pm Monday to Friday except statutory holidays. Requests to work outside these hours may incur additional charges.

v) Any costs for lifting/relaying carpet, blinds curtains etc. or redecoration made necessary by the installation, inspection, testing or adjustments shall be the responsibility of the customer. We will take all reasonable care of your premises.

vi) Any equipment forming part of the installation which is not sold to the Customer shall remain the property of the Company. Any such equipment shall be defined in the quotation. We reserve the right to recover such equipment on termination of the maintenance contract.

4 COMPANY'S OBLIGATIONS

i) The installation will be completed and handed over in good working order.

ii) Under our policy of continued improvements, or in the event of non-availability of product, we reserve the right to alter the specified equipment. We will endeavour to seek your agreement should changes be required during installation.

iii) When we commission the Installation, we will explain its operation.

iv) Equipment and workmanship will be warranted for a period of 12 months unless otherwise specified in the quotation (excluding batteries, lamps and consumables) provided you let us know as soon as the fault occurs. We will not accept any liability for the costs of repairs or modifications unless we have first been given the opportunity to carry out such work. All work carried out under warranty is done between 9.00am to 5.00pm Monday to Friday except statutory holidays, and access must be afforded during these hours. All out of hours work will be chargeable.

v) We will endeavour to keep to dates and times given, however they should be treated as approximations. When changes are necessary, we will give notice whenever possible.

5 CUSTOMER'S OBLIGATIONS

i) You agree to give us and our workers full accesses to your premises to survey, install, and test and service the Equipment. You also agree to provide an adequate electricity supply for the equipment to operate correctly. If our work is interrupted or delayed because of a problem with access, or the electricity supply is inadequate, we may make an extra charge. By agreeing to the Contract with us, you guarantee that you have full authority to allow the installation and no other consent is needed.

ii) You or anyone else must not interfere with, adjust, service or attempt to repair or reset the Equipment at any time.

iii) The Equipment does not belong to you until it has been paid for in full. If you do not pay the balance of the installation charge when it is due, we have the right to remove the Equipment from your Premises without notice. By signing the Contract with us, you irrevocably authorise us to enter your Premises to remove the Equipment if payment remains outstanding. You agree to take reasonable care of the Equipment on our behalf until you have

paid for it. You are responsible for any equipment once it is on your site.

iv) If you cancel our Contract less than four days before installation, we may charge you for any equipment we have bought for your Premises and make a reasonable charge for damages for breach of contract.

v) If the Equipment is connected to a telephone line, it is your responsibility to make sure that the said line is working properly and the account correctly maintained. Please be aware that any work carried out on the phone lines may affect the equipments effectiveness.

vi) You need to notify us of any change in the layout of your Premises, as this may affect the effectiveness of the Equipment to detect movement or intrusion.

vii) It is your responsibility to ensure compliance with data protection law.

viii) Where a PC has been installed, the PC must not be used for any other applications. Customers who use the internet must use adequate virus protection.

ix) You shall be deemed satisfied with the system unless you notify us in writing to the contrary within 7 days after completion of work.

6 MAINTENANCE, SERVICE AND MONITORING

i) The annual maintenance and remote monitoring facilities commence upon completion of the installation and continue from year to year upon payment of charges presented. Either the customer or the company can terminate the giving not less than 3 months' written notice. If you wish to terminate the contract giving less than 3 months notice, the company reserves the right to charge the next year's costs of any monitoring charges if these have already been paid in advance by the company on your behalf.

ii) If our labour or material costs increase after twelve months, we may give you 3 months' notice of any increase in our annual maintenance charges.

iii) In return for payment of the maintenance charge, the Company will maintain the Installation in accordance with the maintenance terms referred to in the quotation.

iv) Where the installation is monitored by an Alarm Receiving Centre it shall be a condition of such monitoring that a maintenance contract exists between the Customer and the Company.

7 LIABILITY

i) The Company shall not be liable for the costs of any work, repairs or replacement of Equipment which results from war, civil unrest, terrorism, computer virus, fire, electrical power surge, storm, flood, accident, neglect, misuse, malicious damage or customer error.

ii) Although the Installation is designed to detect or deter intrusion the Company does not represent or warrant that the installation may not be neutralised, circumvented or otherwise rendered ineffective by unauthorised persons and in such event the Company shall not be liable for any loss or damage suffered by the Customer or other unauthorised persons.

iii) Like all electronic equipment, the system could fail in exceptional circumstances and the Company cannot guarantee that it will be operational at any specific time or for any specific period.

8 TERMINATION

i) See 6(i) & 5(iv).

ii) The Company may terminate this Contract should the Customer breach any of its conditions or if the Customer is in arrears with any payments due for a period in excess of 30 days. This will not prejudice the Company's right to reclaim the payment outstanding. In such circumstances, seven days notice of cessation of any remote monitoring will be given by the Company.

iii) The Company reserves the right to remove logos, or any other Company identity from the Equipment.

9 FORCE MAJEURE

Any failure by the Company to fulfil any of its obligations under the terms of this Contract due to reasons beyond its control shall not be considered a breach of this Contract.

10 APPLICABLE LAW

This Contract is governed by the laws of England and each party submits to the jurisdiction of the courts thereof.

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