

# MONITORING SERVICE LEVEL AGREEMENT

## Terms & Conditions

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### 1. **Definitions**

- a. "Contract" means a contract created by the acceptance of the Order and which incorporates these conditions and any special conditions detailed in the Order made between the Customer and Red CCTV the hire of the Equipment and the provision of the Services;
- b. "Critical Failure" means a failure which prevents the monitoring of the whole site
- c. "Non-critical Failure" means any failure other than a Critical Failure
- d. "Monitoring Station" means the monitoring station of Red CCTV
- e. "Equipment" means CCTV equipment together with associated detectors and any other equipment used as part of a detector-activated CCTV monitoring system installed at the Monitored Premises and connected to the Monitoring Station by way of the 3G network or other recognised transmission system;
- f. "Key holder" means the person or persons specified as key holders in the Application for Remote Monitoring.
- g. "Monitored Premises" means the premises specified in the Contract;
- h. "The Monitoring Service" means the services detailed in clause 3
- i. "Fault" means any failure, malfunction or repeated activation of the Equipment by any acts, omissions or incidents which are not the result of unauthorised intrusion of the Monitored Premises and including any failure of the lighting system installed at the Monitored Premises.
- j. "Supply Agreement" means the supply agreement entered into between the parties.
- k. "Application for Remote Monitoring" means the online application for remote monitoring detailing the site to be monitored, Key holder contact details, monitoring times and other site-specific information.
- l. The headings in this Agreement are for convenience only and shall not affect its interpretation
- m. Unless the context otherwise requires reference to any clause, sub-clause or schedule is to a clause, sub-clause or schedule (as the case may be) of or to this agreement.

### 2. **The Service**

This means the provision of an integrated electronic security solution, including provision of the Equipment, installation and decommissioning of the Equipment, maintenance, service and repair of the Equipment and the Monitoring Service.

### 3. **Red CCTV Obligations**

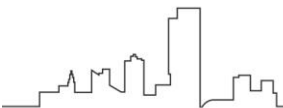
- a. Red CCTV agrees that during the currency of this Agreement it will manage the Monitoring Service. The Monitoring Service means: All alarms received from the Equipment during the monitoring times set out in the Application for Remote Monitoring will be monitored by Red CCTV personnel at the Red CCTV Monitoring Station for evidence of intrusion, theft or damage to the property being monitored. The Monitoring Service shall, unless otherwise agreed in writing by Red CCTV, be limited to the purposes specified in this sub-clause and Red CCTV shall have no obligation or liability to follow the steps referred to in clause 3.c in the event of transmissions being received that show activities other than intrusion, theft or damage to the Monitored Premises.
- b. At the customer's request Red CCTV will normally apply for a Police Unique Registration Number (URN) specific to each site following acceptance of the order, providing the minimum term is 3 months or more & the site is in England or Wales.



- c. On receipt of transmissions the Red CCTV personnel will as they consider appropriate:
  - o Issue a verbal and contextual audible warning to any intruder.
  - o Use reasonable endeavours to contact the Key holder on the telephone number(s) provided in the Application for Remote Monitoring.
  - o On receipt of suspicious transmissions, at the discretion of duty ARC management the police may be called to attend an incident using the contact details provided by the Customer as per the ACPO guidelines.
- d. In the event of an incident Red CCTV will provide the Customer with a report setting out details of the action taken.
- e. Red CCTV may temporarily isolate and suspend any detector(s) which is/are causing multiple false alarms.
- f. In the event of a system fault or Customer callout Red CCTV shall respond as follows:
  - o Critical Failure – Red CCTV will attend on site or remotely within 48 hours.
  - o Non-critical failure – Red CCTV will attend on site or remotely within three working days.
- g. Red CCTV shall maintain Public and Product Liability insurance including inefficacy cover of £10m.

#### **4. Customer Obligations**

- a. Queries around this service level agreement are to be responded to within 3 working days of receipt by e-mail or phone, otherwise we will take it as gratis that they are understood.
- b. Before monitoring commences the Customer will complete an application for remote monitoring. Details on the Application for Remote Monitoring must be kept up to date at all times. If this isn't completed prior to the install you will still be charged from the install date and the site will NOT be monitored.
  - o When completing the application please include in the appropriate area the site working hours, these working hours are to be from the earliest possible arrival of site staff to the latest possible departure of site staff.
  - o NOTE: To comply with ACPO guidelines re filtering of unnecessary calls any site activity 30 minutes prior to and 15 minutes after the working times indicated on this application, where no suspicious activity is apparent, Red CCTV will deem this activity as legitimate access.
- c. In the event that the Equipment needs to be relocated or decommissioned the Customer will give Red CCTV the following days' notice;
  - o Relocation of existing equipment – 3 working days' notice. Excessive moves will be charged as set out in clause 5.
  - o Decommissioning of existing equipment – We require 30 days' notice unless otherwise agreed.
- d. The Customer will not move the Equipment nor allow the Equipment to be moved or otherwise interfered with without specific approval from Red CCTV. In the event that the Equipment is moved except with such approval Red CCTV shall have no liability whatsoever to the Customer until the Equipment has been reconfigured by Red CCTV. Charges may occur for engineering resource.
- e. The Customer will notify Red CCTV promptly of:
  - o Any change in the use of the Monitored Premises or any part thereof;
  - o Any material change in risk levels or values;
  - o Any changes to construction works and/or site layouts
- f. The Customer shall notify Red CCTV of the course of action to be taken in the event of unauthorised opening outside of the agreed times and shall notify Red CCTV of any intended alterations.



- g. The Customer shall carry out any necessary maintenance or remedial works to prevent unnecessary false alarms; for example, fixing flapping material, trimming shrubs, clearing litter, moving lighting or carrying out other maintenance tasks and as may be required by Red CCTV from time to time.
- h. The Customer shall take all reasonable precautions to minimise the risk of loss.
- i. The Customer acknowledges that the Monitoring Service is not intended to, nor is it capable of, preventing loss damage or injury arising from 'smash and grab' raids or other similar types of incidents at the Monitored Premises.
- j. Where it is agreed that the Customer will provide lighting to the monitored Premises the Customer shall maintain such lighting system in good working order to the reasonable satisfaction of Red CCTV and in any event to a standard which will enable the Equipment to display an adequate picture of the Monitored Premises.
- k. The Customer will allow Red CCTV to maintain the Equipment at any time and to enter the Monitored Premises for this purpose or to collect the Equipment on the termination of the Contract.
- l. In the event of any incident the Customer will notify Red CCTV of any information as soon as possible or within 4 days of the event.
- m. The customer must maintain a constant power supply to the system where required, failure to do so may result in additional charges being made. This may also affect the performance of the system and effect overall service.
- n. The customer provides contact details for a key holder to this site who can respond within 20 minutes (as per ACPO guidelines).
- o. Complaints process – please email any complaints to [admin@redcctv.co.uk](mailto:admin@redcctv.co.uk)

#### **5. Additional Charges**

Red CCTV reserves the right to make additional charges in the following circumstances:

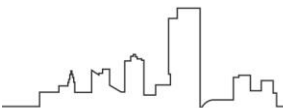
- a. Disruption to power supply through damage or neglect
- b. Unauthorised movement of equipment
- c. Damage to equipment as set out in clause 4.i above
- d. Installation or removal of Equipment not being possible by normal means or outside of working hours
- e. Any persistent or material failure to comply with the Customer Obligations set out above
- f. Chargeable investigations in working hours into Health & Safety /Delivery & Theft are subject to a one off charge of £85. Requests for footage which requires an engineer visit are charged at £80 for the first hour & £65 per hour thereafter
- g. Disconnection or removal of the 24 hour power supply required for equipment.
- h. If we are unable to deliver on date agreed due to any related customer problems.

#### **6. Equipment**

Ownership of the Equipment shall remain with Red CCTV at all times.

#### **7. Termination**

- a. During the Minimum Hire Period, the Customer may terminate this Agreement at any time by notifying Red CCTV in writing or via email to [admin@redcctv.co.uk](mailto:admin@redcctv.co.uk). Any such termination is subject to the Customer paying to Red CCTV sums due for the Minimum Hire Period, unless agreed in writing by the Managing Director of Red CCTV.
- b. After the Minimum Hire Period the Agreement will continue unless terminated by either party giving 30 days' notice.



- c. Where customers do not fulfil the minimum hire period they will still remain liable for payment of the full contract duration.
- d. In such circumstances Red CCTV were unable to continue monitoring or service for any reason all outstanding invoices owed by the customer would still be required to be paid in full. This would not relate to any future service or agreement term.
- e. Where payment is not received within normal contract terms from the end user Red CCTV, will invoice payment against the remaining minimum contract term. During the time of notification of this and payment receipt.

## **8. Liability**

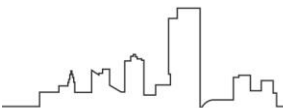
- a. Red CCTV accept no liability of loss, damage or other damage inflicted on the monitored site resulting from any form of intrusion, theft, fire or flood. The service provided is purely for the potential detection of such incidents, but by no means a preventative measure.
- b. Red CCTV shall have no Liability to the Customer if any Charges or monies due in respect of the Equipment and the Service have not been paid in full and cleared funds by the due date for payment. Insurance claims are separate to payment terms. Customers need to maintain payment of monies owed, failure to do so will lead to suspension of account and monitoring services.
- c. Red CCTV shall have no liability to the Customer for any losses whether arising from breach of contract, tort (including but not limited to negligence), or otherwise, and whether flowing naturally and directly from such breach, negligence or other cause, or not, for loss of revenue, loss of profit, loss of anticipated saving, loss of goodwill or loss of reputation; economic and/or other similar losses; special damages, indirect losses and/or consequential losses; and/or business interruption, loss of business, contracts and/or opportunity.
- d. Nothing in this Contract shall exclude or limit Red CCTV's liability for death or personal injury due to Red CCTV's negligence nor exclude or limit any other type of liability which it is not permitted to exclude or limit as a matter of law.
- e. Red CCTV shall have no liability to the Customer in the event that the Customer's Obligations have not been fulfilled
- f. The Customer shall be liable for and shall indemnify Red CCTV against any loss or damage to the Equipment whilst the Monitored Premises are under the responsibility of the Customer. For the avoidance of doubt this will be for all times where the premises are not being monitored by Red CCTV according to the periods set out in the Application for Remote Monitoring or as otherwise instructed by the Customer
- g. Red CCTV shall have no liability to the Customer in the event of failure of the 3G network or other transmission service not under the control of Red CCTV.
- h. Red CCTV shall have no liability in the event that the Key holder or Police cannot be contacted.
- i. Red CCTV shall be under no liability whatever in the event of a partial suspension of the Monitoring Service in accordance with clause 3.e above.

## **9. Non-Exclusive Service**

The Customer acknowledges that the Monitoring Station will not exclusively serve the Monitored Premises and that Red CCTV will provide similar services to other customers and transmission from those customer's premises will also be monitored at the Monitoring Station.

## **10. Rights Cumulative**

All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.



**11. Waiver**

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

**12. Assignment**

Red CCTV may assign this contract without the permission of the Customer. The Customer may assign this contract with the permission of Red CCTV which will not be unreasonably withheld.

**13. Modification of this Agreement**

Any changes to this agreement must be agreed in writing by authorised representatives of Red CCTV and the Customer.

**14. Notices**

- a. Except where otherwise provided in this Agreement Any notice given pursuant to this agreement shall be in writing and shall be sufficiently given to any party if sent by first class prepaid post addressed to that party at the address of that party set out at in this agreement (or any alternative address notified by that party in accordance with this clause) and any notice so given shall be deemed (unless the contrary is proved) to have been effected at the time at which the letter would be delivered in the ordinary course of post.
- b. In the event that notification is sent under the terms of this Agreement by fax or e-mail then unless such communication is returned undelivered notice shall be deemed to have been effected at the time of transmission of such fax or e-mail.

**15. Law and Jurisdiction**

This agreement shall be governed by English law and the parties hereby agree to submit to the jurisdiction of the English Courts.