

Terms and Conditions of Service

This Agreement sets out the terms under which Big Brother All Security Limited, a company registered in England and Wales (Company No. 09395527), provides the installation, inspection, maintenance, repair, and/or monitoring of security and/or safety systems (the "System") to you, the Customer. Our registered office is 124 City Road, London, EC1V 2NX.

By placing an order, signing a contract, or confirming acceptance in writing (including by email), you agree to these Terms and Conditions. These supersede any prior agreements but do not affect any outstanding liabilities or obligations.

1. Definitions

- 1.1. Acknowledgement of Order: Our written confirmation of your order.
- 1.2. Commissioning: Final testing to confirm the System functions as intended.
- 1.3. Corrective Maintenance: Fault investigation and repair, including false alarms.
- 1.4. Monitoring Services: Remote monitoring services for your property.
- 1.5. Preventative Maintenance: Routine inspection/testing to maintain performance.
- 1.6. Maintenance Services: Preventative and Corrective Maintenance as set out in the Service Level Agreement (SLA).
- 1.7. Products: Equipment and goods supplied under this Agreement.
- 1.8. Services: Includes installation, maintenance, monitoring, and support.
- 1.9. Service Level Agreement (SLA): Document detailing agreed levels of service.
- 1.10. Start Date: When Services begin.
- 1.11. Statutory Requirements: Applicable laws and regulations.
- 1.12. System(s): The specific systems outlined in the contract.
- 1.13. Total Installation Cost: Total cost for installation, as per contract or Acknowledgement of Order.

2. Formation of Contract

- 2.1. A binding agreement is formed when:
- 2.2. 2.1 You sign or return the contract; or
- 2.3. 2.2 You accept our Acknowledgement of Order in writing.
- 2.4. 2.3 Please ensure the order details are correct and notify us of any discrepancies.

3. Ownership and Risk

- 3.1. 3.1 Risk transfers to you on delivery. You are responsible for insuring the equipment.
- 3.2. 3.2 Ownership remains with us until payment is received in full.
- 3.3. 3.3 If the Agreement ends before full payment, we reserve the right to remove equipment and invoice for work done.

4. Payment Terms

- 4.1. 4.1 A deposit of 50% of the installation cost plus any incurred expenses is payable upfront.
- 4.2. 4.2 Invoices will be issued as work progresses or products are delivered.
- 4.3. 4.3 Final payment is due before handover or upon completion.
- 4.4. 4.4 Late or non-payment may result in service suspension or recovery of equipment.

5. Installations

5.1. Timeframes and Scheduling

- 5.1.1. Installation dates and durations are estimates, not guarantees.
- 5.1.2. If you request a change to the agreed Start Date, we will attempt to agree on a new date. If unsuccessful, either party may cancel, and applicable charges (see Clause 9) will apply.
- 5.1.3. If we change the Start Date, you can agree to the new date or cancel for a full refund.

5.2. Access and Working Hours

- 5.2.1. Our pricing assumes uninterrupted access to your premises from 8:00 a.m. to 6:00 p.m., Monday to Friday.
- 5.2.2. If access is restricted or weekend/holiday work is required, additional charges apply.

5.3. Installation Conditions

- 5.3.1. You are responsible for providing the following, unless otherwise agreed in writing:
 - a. - Continuous AC power supply at control panels and devices (same electrical phase).
 - b. - Any required ducting, trenching, or chases.
 - c. - Adequate lighting for camera functionality.
 - d. - Any scaffolding, ladders, or specialist access equipment—or the cost thereof.
- 5.3.2. If the required provisions are not in place when we arrive, we may withdraw our team and charge for delays.

5.4. Network and Infrastructure

- 5.4.1. You are responsible for direct arrangements and payment to your network provider for system connectivity.
- 5.4.2. You are also responsible for any redecoration required post-installation or after subsequent alterations.

5.5. Environmental Interference

- 5.5.1. We are not liable for environmental conditions (e.g. interference affecting wireless/radio devices).
- 5.5.2. If installed equipment is unsuitable due to such factors, we may:
 - a. - Remove it and issue a refund for its value;

- b. - Offer a replacement;
- c. - Install additional components at your cost.

6. Commissioning and Handover

- 6.1. After installation, we will invite you to participate in system testing and Commissioning.
- 6.2. If you cannot attend, we'll proceed and issue a Commissioning Certificate if the system is functional.
- 6.3. Minor non-critical issues won't delay Commissioning—we'll address them later.
- 6.4. If you discover a fault post-Commissioning:
 - a. - Inform us promptly. We'll investigate and resolve it within a reasonable timeframe.
 - b. - If the issue is our fault (or not due to your error), we'll fix it at no charge.
 - c. - If the issue results from incorrect information, misuse, or negligence, we may charge for the repair, with costs discussed beforehand.

7. Changes to Your Requirements

- 7.1. If you request changes before Commissioning, let us know as early as possible.
- 7.2. We'll provide a revised quote for the additional work. If you agree, we'll proceed.
- 7.3. If you do not agree, you may cancel the contract. However, we'll charge for any services already delivered and products already installed.

8. Your Responsibilities

- 8.1. Provide safe access and inform us of hazardous conditions as per health and safety legislation.
- 8.2. Notify us at least 14 days before making changes to your premises or signal lines.
- 8.3. Ensure that stock, furniture, or alterations don't obstruct or compromise the System.
- 8.4. Cover any call-out costs caused by misuse or false alarms.

9. Termination

- 9.1. You or we may cancel this Agreement by giving 30 days' written notice (unless otherwise stated in the SLA or contract).
- 9.2. We may terminate immediately if:
 - a. - You breach a material condition;
 - b. - Payments are overdue by more than 30 days;
 - c. - Health or safety concerns prevent us from working.
- 9.3. On termination, you remain liable for any outstanding fees, and we may remove equipment not fully paid for.

10. Liability

- 10.1. We are not liable for damage caused by your misuse, negligence, or third-party interference.
- 10.2. Our liability is capped at the total value of the contract or our insurance cover—whichever is less.
- 10.3. We do not guarantee the System will prevent all incidents.

11. Contact and Complaints

11.1. You can reach us at:

Post: 124 City Road, London, EC1V 2NX

Email: here@bigbrotherallsecurity.com

Phone: 020 8617 3440

Website: www.bigbrotherallsecurity.com (for our Complaints Policy)

12. General

12.1. These terms are governed by the laws of England and Wales.

12.2. If any term is found unenforceable, the remaining terms remain valid.

12.3. We may update these terms from time to time and will notify you of significant changes in writing.