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St Leonards on Sea,  
East Sussex TN38 9PU  
Phone: **01424 436385**  
Website: **www.fuzion4.co.uk**  
Email: **enquiries@fuzion4.co.uk**

## Installation & Maintenance Agreement

|                    |          |                  |       |
|--------------------|----------|------------------|-------|
| <b>Date Quoted</b> | 13/12/18 | <b>Quote Ref</b> | 16977 |
|--------------------|----------|------------------|-------|

### Customer Details

|         |  |  |
|---------|--|--|
| Name    |  | Hughenden Court (Hastings) RTM Co Ltd                      |
| Address |  | Mount Pleasant Road<br>Hastings<br>East Sussex<br>TN34 3ST |
| Tel No  |  | 07946 231454   |

### Customer Contact

|        |  |  |
|--------|--|--|
| Name   |  | Steven Collinson                           |
| Email  |  | hughendencourthastingsrtmcoltd@outlook.com |
| Tel No |  | 07946 231454                               |

### Site Details

|         |  |  |
|---------|--|--|
| Name    |  | Hughenden Court  |
| Address |  | Mount Pleasant Road<br>Hastings<br>East Sussex<br>TN34 3ST |
| Tel No  |  | 07946 231454   |

### Site Contact

|        |  |  |
|--------|--|--|
| Name   |  | Steven Collinson                           |
| Email  |  | hughendencourthastingsrtmcoltd@outlook.com |
| Tel No |  | 07946 231454                               |

### System Type

|         |  |
|---------|--|
|         | Closed-Circuit Television (CCTV): BS8418 & 50132-7   |
| Details | Installation and Maintenance of a new CCTV System, to be installed to the customer's requirements and specification. |



Directors: A Keen, G Padgham, R Keen, K Swaffer  
Company Reg: 1285001  
VAT no. 202853293

## Installation & Maintenance Agreement

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### Installation Quotation

|  | Excluding VAT | Including VAT |
|--|---------------|---------------|
| Installation Cost                                | £1,733.70     | £2,080.44     |
| Deposit Required                                 | £866.85       | £1,040.22     |
| Balance on Completion                            | £866.85       | £1,040.22     |
| Police Unique Reference Number (URN) One-off Fee | £0.00         | £0.00         |

### Maintenance | Monitoring | Key Holding

|               |                |                         |     |
|---------------|----------------|-------------------------|-----|
| Service Level | Standard Level | No. of visits per annum | One |
|---------------|----------------|-------------------------|-----|

| <b>Maintenance</b>                        | Excluding VAT | Including VAT |
|---|---------------|---------------|
| Annual Maintenance & Support Package Cost | £99.50        | £119.40       |

| <b>Monitoring</b>      | Excluding VAT | Including VAT |
|------------------------|---------------|---------------|
| Annual Monitoring Cost | £0.00         | £0.00         |

| <b>KeySure</b>         | Excluding VAT | Including VAT |
|------------------------|---------------|---------------|
| Annual Keyholding Cost | £0.00         | £0.00         |

### Total Annual Cost

| Minimum Contract Period   | One Year      |               |
|---------------------------|---------------|---------------|
|                           | Excluding VAT | Including VAT |
| Total Annual Ongoing Cost | £99.50        | £119.40       |
| Monthly by Direct Debit   | £8.29         | £9.95         |

### Quotation Offer

The Company offers to provide the goods and services detailed above for the prices quoted above.

|                     |  |
|---------------------|--|
| Company Signature   |  |
| Company Print Name  |  |
| Position in Company |  |
| Date                |  |

### Acceptance of Quotation

I/We wish to accept this quotation in accordance with the Conditions of Trading (Issue 4), Conditions of Agreement for Maintenance (Issue 4) and customer's information document CI2 (Issue 5).

|                          |                   |
|--------------------------|-------------------|
| Customers Signature      |                   |
| Customers Print Name     | Steven Collinson  |
| Status of Person Signing | Company Secretary |
| Date                     |                   |

*Please sign, date and return*

## Fuzion 4 Limited

### Conditions of Agreement for Maintenance

N.B. These conditions are not intended to detract from the statutory rights of a private customer.

- 1.0 In consideration of the 'Contract Price' specified in the schedule and paid, or to be paid by the customer within 14 days of the date hereof and annually thereafter in advance of the anniversary of the date hereof to the contractor, the contractor will for the duration of the 'Contract Period' as specified in the schedule, carry out maintenance inspections of the Customer's installed equipment (as detailed in the schedule), together with any other related services where applicable and as specified in the schedule.
- 2.0 This Agreement relates only to the Customer's equipment described in the Schedule as 'The Equipment'.
- 3.0 The Contractor agrees, subject to reasonable access to the site and equipment being available, to periodically inspect, test and adjust the equipment, carry out all requisite maintenance and repairs \*(see item 5.2) thereto, on the number of visits set out in the Schedule. Such attendance will take place in accordance with the relevant British or European Standards and/or Codes of Practice for said equipment, as are applicable at the date of this contract.
- 4.0 Unless otherwise agreed, works will take place on weekdays Monday to Friday between 08:30 – 17:00 upon reasonable notice being given to the customer of any visit for this purpose. Additional services such as various monitoring services and key holding shall also be supplied on a 24-hour basis if itemised under the 'Contract Price' in the schedule.
- 5.0 The customer shall:
  - 5.1 Where possible, give a minimum of three days' prior notice for rescheduling of preventative or corrective maintenance visits. Where insufficient notice is provided to enable rescheduling of engineers it may be necessary to make a charge for lost or wasted time.
  - 5.2 Pay in addition to the Contract Price \*(see item 3.0) for the cost of any repair works required to be carried out to the equipment owing equipment failure or damage, whether by risks actually insured or by risks against which the Customer can reasonably be expected to have insured, or caused by dampness, accident, misuse, unauthorised interference, neglect or structural alterations.
  - 5.3 Pay any charges payable to any telephone company, or any other periodic charges payable to any other body or authority, in relation to the Equipment.
  - 5.3.1 Pay any charges to any other Authority, monitoring service, other internet or cloud based service (these will normally be included in the contract, price unless otherwise specified).
  - 5.4 Pay for all necessary repairs and replacements to the Equipment (see items 3.0 and 5.2).
  - 5.5 Where the Equipment has been installed so as to be linked to an Authority, monitoring service, other internet or cloud based service and has registered with said service due to an Equipment fault then the Customer shall immediately notify the Contractor so that the contractor may assess and rectify said fault.
  - 5.6 Not permit anybody other than the Contractor to test, adjust or reset or interfere with the equipment or any part thereof. In the event of a breach of this provision the Contractor shall be entitled to terminate this Agreement forthwith upon its discovery.
  - 5.7 Permit the Contractor's servants and agents to have access to the Customer's premises at all reasonable times.
  - 5.8 Pay for all works or making good all redecoration which shall be requisite following the maintenance inspection testing, adjustment or repair of the equipment (except where caused by negligence of the Contractor's servants or agents).
  - 5.9 Not charge, pledge or otherwise deal with any of the Company's equipment or system, which has not already been sold to the Customer under any other Agreement between the parties, nor to part with possession of same, or permit it to be removed from the premises.
  - 5.10 Notify the contractor immediately of any structural alteration or modification to the property, which may affect the operation and/or the effectiveness of the installed Equipment, or any system to which it may link. Any repair, extension to, or alteration of the installed Equipment which may thereby become necessary as a result shall be carried out by the contractor at the expense of the customer.
  - 5.11 Notify the Contractor immediately of any defect appearing in the equipment and permit the Contractor to take such steps as it thinks fit to remedy such defect.
- 6.0 The Contractor's liability:
  - 6.1 The Contractor's liability shall be limited to performance of the obligations set out in clauses 1 and 3 hereof.
  - 6.2 The Contractor does not know, and shall not be deemed to know, the true value of the Customer's property or premises and is not an insurer thereof.
  - 6.3 The Contractor shall not be liable for the fact that the equipment may fail to prevent loss or damage or to deter intruders (as the case may be) and does not represent or warrant that the equipment may not be neutralised, circumvented or otherwise rendered ineffective by intruders or other unauthorised persons, and in such event the Contractor shall not be liable for loss or damage suffered by the Customer.
  - 6.4 The Contractor shall not be liable for consequential or economic or financial loss suffered by the customer by reason of the equipment failing in any way.
- 7.0 Maintenance Service
  - 7.1 PREVENTATIVE maintenance visits will be undertaken in accordance with the relevant British or European Standards and BAFE Codes of Practice.
    - 7.1.1 The contractor will provide a 24-hour emergency CORRECTIVE maintenance service for essential Fire Alarm and Intruder Alarm Equipment in accordance with the relevant British or European Standards and BAFE Codes of Practice.

All other Equipment will receive a Corrective maintenance service in accordance with the relevant British or European Standards and BAFE Codes of Practice.
    - 7.1.2 Emergency corrective maintenance visits will be charged according to our Schedule of Charges applicable at the time (enclosed) Contract customers will receive priority over non-contract customers and will be charged at a reduced rate.
  - 7.2 Corrective Maintenance (breakdowns and repairs).

Visits will be carried out in response to contact from the customer and will be in accordance with relevant British or European Standards and BAFE Codes of Practice.

Please note that maintenance visits are intended to establish the correct operation of the system at the time of that visit and cannot be taken as a guarantee of future trouble-free performance.

## **Fuzion 4 Limited**

### **Conditions of Agreement for Maintenance**

N.B. These conditions are not intended to detract from the statutory rights of a private customer.

#### 8.0 Replacement Parts and Equipment

The cost of parts, equipment and consumables replaced during preventative and corrective maintenance visits is not included in the contract price and will be charged in accordance with our schedule of charges at the time.

#### 9.0 Maintenance Service Charges

9.1 Maintenance charges are due annually in advance or monthly by direct debit.

9.2 Maintenance charges are non-refundable once the service period has commenced.

9.3 The 'Contract price' is subject to increase on an annual basis to cover increases in wage, rates, travelling costs, and any other relevant prevailing factors.

#### 10.0 Termination

10.1 Either party may terminate this agreement by giving not less than three months' written notice to that effect. Said termination will take place on the anniversary of the agreement. In the event of such termination, the Customer shall return forthwith to the Contractor any item of the Equipment, which is rented by the customer from the Contractor, the Customer shall thereafter be responsible for making their own arrangements in regard to any monitoring or other continuing services, which may be required.

## Fuzion 4 Limited Conditions of Trading

N.B. These conditions are not intended to detract from the statutory rights of a private customer.

**1.0 General**

Acceptance of our tender includes acceptance of the following terms and conditions as well as any which we may have added in our tender letter, specification, or any other customer information documents, any of which may specifically over-ride these conditions of trading and will take precedence if necessary for purposes of interpretation. Any alteration to any of the conditions can only be valid if made in writing and agreed by both parties.

**2.0 Period of Tender**

The tender remains open for acceptance for 30 days unless otherwise stated in writing or previously withdrawn. Thereafter it is subject to confirmation or adjustment by us.

**3.0 Basis of Tender**

3.1 Our work will be undertaken during normal working hours, i.e. Monday to Friday 8.30am to 5.00pm (statutory holidays excepted) and prior to the completion date (*if any*) shown on our tender. Any extension of such hours or period directly or indirectly caused by the Customer shall entitle us to charge any reasonable extra costs resulting.

3.2 Our tender is based on the assumption that we will be allowed unhindered access to relevant areas for a minimum of 8-hours per day. Any additional days required as a result of restricted hours being imposed by the customer shall entitle us to charge any reasonable additional costs resulting.

3.3 Variations or additional work ordered by the Customer shall be charged on the basis of reasonable time and material charges current at the time of such work (*unless separately agreed in writing prior to the variations/additional work starting*).

3.4 Unless otherwise specifically agreed, our tender price does not include for any extraneous work, making good, redecoration, carpet laying, building or carpentry work etc., and is contingent on our engineers having unhindered access areas where work has to be carried out.

3.5 The Customer shall obtain and pay for any telecommunications equipment / service which may be required for any fire or security Equipment or other apparatus to be installed by the us.

3.6 Any item of equipment not actually sold to the Customer shall be denoted as such in the tender letter or specification and shall be subject to separate rental or maintenance terms as may be appropriate.

**4.0 Terms of Payment**

Unless otherwise agreed in writing, the Customer shall pay 50% of the contract sum on acceptance of our tender, with the remaining balance being payable on practical completion and prior to formal handover to the Customer.

**5.0 Completion**

We will use our best endeavours to effect completion of the installation by the stated completion date (*or if none stated, within a reasonable time in all the circumstances*) but we cannot be held liable for any loss or damage resulting from delay or non-delivery due to causes beyond our control.

**6.0 Liability for consequential loss or damage**

6.1 We hereby limit our liability to completion of the installation in a proper and workmanlike manner with good quality equipment and materials conforming to all relevant standards and codes of practice.

6.2 We do not know, and shall not be deemed to know, the true value of the Customer's property or premises and we are not insurers thereof.

6.3 (*Fire Alarm and Security systems only*) - Although our installations are designed to the best of our skill and knowledge to reduce the risks of loss or damage (*as the case may be*), we do not represent or warrant that our system may not be neutralised, circumvented or otherwise rendered ineffective by intruders or other unauthorised persons, and in such event we shall not be liable for loss or damage suffered by the Customer.

6.4 We shall not be liable for consequential or economic or financial loss suffered by the Customer by reason of our installation failing in any way.

**7.0 Guarantees**

For one year from the date of handover we shall guarantee the installation free of charge including replacement or repair of parts and rectification of faults except for any such things made necessary by wilful or negligent acts of a person, or by some outside cause or peril.

**8.0 Ownership**

Until we are in receipt of full payment, every part of the installation and equipment shall remain our property and the Customer irrevocably grants us licence in the event of his/her default, to enter upon his premises to recover the same whether fixed or unfixed. Nevertheless, until such recovery, the Customer remains liable to insure against loss and damage and take reasonable care of such items.



Issue 5

## Customer Information

Page 1 of 3

**CI2: *Customer Information (CCTV)***

Date 22-11-17

## Information for Customers

### General

- i) Our quotation remains valid for a period of 30 days only, after which it may be subject to increase due to rises in labour rates and material costs.
- ii) Unless otherwise agreed, we ask for a deposit of 50% of the quoted price, payable with order.
- iii) The outstanding balance, together with the cost of any additional works is due for payment within 14 days of the completion of installation.
- iv) An NSI/NACOSS Certificate of Compliance will be issued upon receipt of full and final payment.
- v) Unless stated otherwise, maintenance, monitoring and keyholding charges are **not** included in the quotation for the installation.
- vi) All works carry a full 12 months guarantee against faulty equipment or workmanship. Where items of customer's existing equipment and/or wiring are retained and reused in the new installation, our guarantee will apply only to items supplied by us as new.
- vii) Our terms and conditions are not intended to detract from the customer's statutory rights.
- viii) Please see the Installation and Maintenance Agreement form for our Conditions of Trading and Conditions of Agreement for Maintenance.

### System cabling

For "Hardwired Systems", the system wiring cables will be concealed wherever practicable, under carpets, in cupboards and loft spaces etc. It is not normal practice to lift floorboards in order to conceal cables unless considered necessary by the Company. Where it is not possible or practicable to conceal cables, they will be clipped neatly to the surface utilising skirtings, architraves and other architectural features to make the cable run as unobtrusive as possible. White uPVC minitrunking or conduit may also be used to conceal cables where considered necessary by the Company.

**If you feel that surface-run cabling is likely to be an issue, you are advised to ask our surveyor about "Wire Free" systems.**

### LAN/Broadband Connection

Most Digital Video Recorders (DVRs) and Network Video Recorders (NVR) have built-in LAN cards that will enable viewing of images via the customer's LAN or viewing of images from a remote location via the customer's broadband connection. Unless specifically stated, the cost of work involved with such connections and the attendance by the customer's network administrator is not included in our quotation. The successful operation of any remote viewing system is entirely dependent on the quality and speed of the internet service at both ends (including 3G/4G connections for mobile devices). As such connections are provided by third-party companies employed by the customer, we cannot accept responsibility for failures in these services.

To enable remote viewing of images via the internet (on Smart-Phones, Tablets, PCs, etc.), it will be necessary to have specific communication ports on the customer's router opened up and programmed accordingly. Ideally, this work will be carried out at the request of the customer by their network administrator or their Internet Service Provider (ISP). Our engineers will provide any assistance they can to get this resolved during the system installation, but Fuzion 4 reserve the right to make reasonable additional charges to cover extended time or return visits to complete this part of the works.

By instructing us to proceed with the system set-up to enable remote viewing of images via the internet, the Customer is deemed to be aware of and to accept the potential security risks that come with the opening of router ports and, in particular, the use of the UPnP (Universal Plug-And-Play) facility. Fuzion 4 Ltd (and any subsidiary) cannot accept responsibility for losses suffered by the customer as a result of Hacking, MalWare, Viruses, or any other such security breaches.

**Issue 5****Customer Information****Page 2 of 3****CI2: *Customer Information (CCTV)*****Date 22-11-17****230VAC Mains Connection**

For the majority of systems, connection to a 230VAC mains electrical supply will be required for various items of equipment. We propose to utilise existing 13A socket outlets wherever possible and suitable, otherwise, additional points will be installed as necessary. Unless specifically stated, the cost of work involved with such connections is not included in our quotation.

Works of this nature may be subject to Part P of The Building Regulations and must be carried out by a qualified electrical contractor, who will be suitably equipped and trained to carry out the necessary tests on your existing installation, before installing the connection point and issuing a certificate.

As NICEIC Approved Electrical Contractors, we are suitably qualified to carry out this work and will be pleased to provide a quotation accordingly.

**Carpets & Floor Coverings**

In order to carry out the system installation as neatly and unobtrusively as possible, it may be necessary to lift carpets and/or other floor coverings. The re-fitting of such coverings shall be carried out to the best of our ability; however, we cannot guarantee that this will be to the same standard as the original and it may be necessary to have floor coverings professionally refitted. It will be the customer's responsibility to pay for such works. **If you do not want your floor coverings disturbed at all, it is vital that you contact us as soon as possible if this was not made clear to our surveyor at the time of the survey visit.**

**Installation Policy**

On receipt of your completed Installation & Maintenance Agreement form and deposit, we will contact you to agree an approximate start date. As that date approaches, we will contact you again to make a firm date. We will also advise you how long we anticipate the works to take, however, the actual completion date may vary depending on how the job progresses. If everything goes extremely well, we may finish sooner than anticipated. Similarly, if things don't go quite so well, we may finish later than expected.

Once the job is started, it is our policy to ensure that engineers remain on site on consecutive working days until full completion of works, unless we cannot do so due to unforeseen circumstances (e.g. staff sickness, etc.). If such circumstances do arise, subject to availability, we will make every endeavour to switch another engineer to your job to complete as soon as possible.

In view of the above policy, it is possible that the job scheduled prior to yours may overrun, which may in turn lead to a delayed start to your job. We will try to avoid this wherever possible, but if we do need to delay we will inform you as soon as we can to minimise your inconvenience.

**Maintenance**

PREVENTATIVE Maintenance Visits will be carried out at intervals in compliance with relevant British or European Standards and NSI/NACOSS Codes of Practice. Each visit will include an inspection and test for correct operation of the system.

CORRECTIVE Maintenance Visits will be carried out in response to contact from the customer and will be in accordance with relevant British or European Standards and NSI/NACOSS Codes of Practice.

Please note that maintenance visits are intended to establish the correct operation of the system at the time of that visit and cannot be taken as a guarantee of future trouble-free performance.



Issue 5

## Customer Information

Page 3 of 3

### CI2: *Customer Information (CCTV)*

Date 22-11-17

#### Lighting

Camera performance is dependant on the prevailing light available. It can be very difficult to assess the quality of images that can be expected in low light conditions, particularly as the survey is usually carried out in daylight hours. After completion of installation, we propose to assess the lighting in each relevant area. Following this assessment, we will be in a better position to be able to advise on the suitability of your existing lighting and recommend additional lighting as appropriate. Unless otherwise stated, additional lighting is not included in our quotation.

#### Demonstration

We appreciate that CCTV represents a substantial investment for any organisation or individual. In view of this, we will be very pleased to welcome you to the Fuzion 4 Ltd HQ in Hastings, where we have demonstration equipment set up ready for you to view. Once you have seen for yourself the quality of our equipment and the images you can expect, we are sure that you will have the confidence in us to place your order with us. Please contact our surveyor to arrange your demonstration visit.

#### Data Protection Act

The definitions in the Data Protection Act 1998 covers the processing of images of individuals captured by CCTV cameras. Controllers of such data are required to notify the Information Commissioner. **Failure to notify is a criminal offence.** We understand that CCTV Systems used by private individuals to protect their domestic dwellings (and certain other users) are exempt from notification, however, they can notify on a voluntary basis.

The Information Commissioners Office have a Code of Practice for management of a CCTV System entitled "*In The Picture: A data protection code of practice for surveillance cameras and personal information*", which is downloadable from their website. We strongly recommend that you obtain a copy and read it. Appendix 2 of this document has a checklist for users monitoring small retail and business premises. We strongly recommend that you complete this checklist, hold a copy securely on file and review it on an annual basis. This document can be found online as follows:

<https://ico.org.uk/media/for-organisations/documents/1542/cctv-code-of-practice.pdf>

Apart from the Data Protection Act, there are other acts of Parliament that may also be relevant (e.g. The Human Rights Act 1998, Regulation of Investigatory Powers Act 2000 (known as RIPA), The Protection Of Freedom Act (POFA) and other laws concerning Civil Liberties and Employment Law.

We will be pleased to provide whatever guidance we can, but we do not claim to be experts on such legal matters.

**It is the customer's responsibility to ensure that they conform to the requirements of such Acts.**

Information can be obtained from the Information Commissioner's Office

|          |  |
|----------|--|
| Helpline | 0303 123 1113 (local rate) or 01625 545 745        |
| Website  | <a href="http://www.ico.org.uk">www.ico.org.uk</a> |

#### **BS EN50132-7: 1996 – Camera Views**

The definitions relate to the minimum size of a person on the monitor screen. 100% equates to a standing person filling the full height of the screen.

|                |      |
|----------------|------|
| Identification | 120% |
| Recognition    | 50%  |
| Detection      | 10%  |
| Monitoring     | 5%   |