



**Installation and Maintenance Specialists of Intruder Alarms,
Fire Alarms, Fire Extinguishers, CCTV, Access Control, Nurse Call,
Perimeter Equipment and Electric Monitoring Equipment.**

**International House
Lealand Way
Boston
Lincs
PE21 7SW**

**Tel No. 01205 310330
Email: info@alarmline.co.uk
Website: alarmline.co.uk**

ALARMLINE SECURITY LTD – TERMS AND CONDITIONS

1. Definitions & Interpretation

- **Agreement:** The quotation, specification, or order confirmation document specifying the fees and description of the Work, together with these Terms and Conditions.
- **Client:** The company, firm, or individual person commissioning Work from AlarmLine Security Ltd.
- **Consumer:** An individual Client acting for purposes wholly or mainly outside their trade, business, craft, or profession.
- **AlarmLine / We / Us:** AlarmLine Security Ltd.
- **Work:** The design, installation, maintenance, testing, monitoring, commissioning, and repair services provided by AlarmLine Security Ltd, together with any physical equipment, systems, parts, materials, and software (covering Intruder Alarms, Fire Alarms, CCTV, and Access Control).

2. Maintenance, Monitoring & Cancellations

- **2.1 Payment in Advance:** All maintenance and telecommunication charges are payable annually in advance unless expressly agreed otherwise in writing.
- **2.2 Business Clients (B2B) Cancellation:** If maintenance or monitoring services are terminated within the first 12 months, the full 12-month charge remains due. After the initial 12 months, cancellations require 90 days' written notice.
- **2.3 Consumer Clients (B2C) 14-Day Statutory Cooling-Off Right:** Where the Client is a Consumer and the Agreement is concluded away from our business premises (e.g., at the customer's home or online), the Client has a legal right to cancel this contract within 14 days without giving any reason. The 14-day cancellation period expires 14 days after the day the quote is formally accepted.
- **2.4 Urgent Works / Express Start Waiver (B2C):** If a Consumer Client requests services to begin during the 14-day cancellation period, they must request this in writing or via email confirmation. If they subsequently cancel within the 14 days, they will owe AlarmLine a proportionate, pro-rata amount for work completed and the cost of any non-returnable materials ordered up to the point of cancellation. The right to cancel is entirely lost once an installation is fully completed.
- **2.5 Consumer Routine Cancellation:** After the initial 12-month period, Consumer Clients may cancel ongoing maintenance/monitoring services by providing 30 days' written notice.

- **2.6 Pre-Installation Cancellations:** A cancellation fee reflecting only the actual, reasonable expenses or losses directly incurred by AlarmLine (such as supplier restocking fees) will be charged for any order cancelled prior to the installation start date.
- **2.7 Notice Format:** All cancellations must be received in writing via email or post.

3. Delivery, Equipment Ownership & Access

- **3.1 Delivery:** Delivery of the Work and equipment shall be made in accordance with the terms stated in the Agreement.
- **3.2 Retention of Title:** Ownership of the physical equipment and materials does not pass to the Client until AlarmLine has received full payment in cleared funds.
- **3.3 Risk:** Risk in the goods passes to the Client immediately upon delivery to the Client's premises or their appointed third party.
- **3.4 Access:** The Client agrees to grant AlarmLine employees and authorised subcontractors' safe access to the premises at all reasonable times to complete installations, inspections, maintenance, or to recover equipment if payments are defaulted.
- **3.5 Structural Alterations:** AlarmLine will take reasonable care during installation, but is not responsible for minor cosmetic damage, redecorating, or plastering required as a result of running cables or mounting equipment, unless caused by our negligence.
- **3.6 Mains Power & Site Preparation:** The Client is solely responsible for providing a dedicated, unswitched 230v fused mains spur power supply positioned at the required control panel locations prior to the installation start date. AlarmLine accepts no Liability for system delays or technical failures resulting from inadequate, non-compliant, or absent electrical infrastructure on site.

4. Charges and Payment

- **4.1 Pricing:** The Client shall pay all fees and costs in accordance with the payment schedule outlined in the Agreement. All quoted prices exclude VAT unless explicitly stated otherwise. VAT will be charged at the prevailing rate.
- **4.2 Deposit Requirements:** A 50% deposit is required upfront from all Clients to secure the booking and order materials.
- **4.3 Payment Terms by Client Type:**
 - **4.3.1 Domestic Clients (B2C):** For Consumer Clients, the remaining balance is due within **seven (7) days** of the final invoice date.
 - **4.3.2 Business Clients (B2B):** For Business Clients, the remaining balance is due within **thirty (30) days** of the final invoice date.
- **4.4 Payment Method:** All payments must be made via bank transfer to AlarmLine Security Ltd using the bank details provided on the invoice.
- **4.5 Late Payment Interest (B2B):** For Business Clients, late payments will incur statutory interest at the rate set by the Late Payment of Commercial Debts (Interest) Act 1998 (8% above the Bank of England base rate), calculated daily from the due date until fully settled, alongside statutory recovery compensation costs.
- **4.6 Late Payment Interest (B2C):** For Consumer Clients, late payments will incur interest at 3% above the Bank of England base rate, calculated daily from the due date until fully settled.
- **4.7 Invoicing upon Termination:** In the event of early termination, AlarmLine Security Ltd reserves the right to invoice immediately for all completed or partially completed work, and any ordered materials or security hardware not yet paid for.

5. Intellectual Property & Software Licenses

- **5.1 Client Materials:** The Client retains intellectual property rights in any materials or layout plans they supply to AlarmLine.
- **5.2 AlarmLine IP:** Intellectual property in the systems, configurations, or custom documentation delivered by AlarmLine remains with AlarmLine until full payment is received.
- **5.3 Software Restrictions:** AlarmLine retains all rights to its proprietary software or firmware. A non-exclusive, non-transferable licence is granted to the Client to use the software solely for operating the delivered security system. The Client must not reverse-engineer, alter, or copy the software.

6. Acceptance, Changes, and Sign-Off

- **6.1 System Handover & Training:** AlarmLine will ensure the system is fully operational and provide basic user operation training upon handover. The Client must participate in handover training; AlarmLine is not liable for system malfunctions or false alarms caused by a refusal or failure to receive training.
- **6.2 Business Clients (B2B) Deemed Acceptance:** Business Clients must inspect and verify the Work or notify AlarmLine of any issues or defects within three (3) business days of installation. After this period, the Work is deemed fully accepted.
- **6.3 Consumer Clients (B2C) Statutory Rights:** Consumer statutory rights under the Consumer Rights Act 2015 apply. Consumers have up to 30 days to reject goods or request a repair/replacement if the installation or equipment is faulty, defective, or not as described.
- **6.4 Remediating Faults:** If the Work fails sign-off due to verifiable installation faults, AlarmLine will resolve the defects within fourteen (14) days at no extra cost and re-present the Work.
- **6.5 Variations:** Changes to the scope of work or equipment specification must be proposed in writing and mutually agreed upon and may incur additional charges.
- **6.6 Fire Safety Legislation:** Where the Work involves fire detection and fire alarm systems, the Client acknowledges that they are responsible for appointing a site 'Responsible Person' to manage routine user testing in strict accordance with BS 5839 standards and relevant fire safety legislation. AlarmLine Security Ltd accepts no liability for system non-compliance or failure due to a lack of mandatory routine testing by the Client.

7. Security System Disclaimers & Specific Exclusions

- **7.1 No Guarantee Against Loss:** AlarmLine does not guarantee that the systems cannot be compromised, bypassed, or circumvented. We provide no warranty or insurance guarantee that the system will prevent property damage, personal injury, fire damage, or burglary losses. The system is an alert and deterrent, not a substitute for an insurance policy.
- **7.2 Access Control Failsafe's:** Where access control systems are installed, the Client must ensure that all electronic locking mechanisms are legally integrated with the building's fire alarm system to allow a safe, unhindered emergency egress in the event of an evacuation.
- **7.3 Third-Party Outages:** AlarmLine is not responsible for system interruptions, communication failures, or missed signals caused by network, internet, Wi-Fi, radio frequency, or telecommunications outages caused by third-party infrastructure providers (e.g., BT, Vodafone, EE, or the client's internet service provider).

- **Maintenance Exclusions:** AlarmLine is not responsible for system faults arising from:
 - Accidents, misuse, customer negligence, vandalism, or extreme weather events.
 - Building-wide power outages or third-party firmware/software bugs.
 - General wear and tear (including routine battery replacement, unless covered under a specific maintenance package).
 - Unauthorised alterations, repairs, or work carried out by third parties or the Client.
- **7.5 CCTV Positioning & Privacy:** AlarmLine Security Ltd positions CCTV cameras based on the Client's operational instructions. The Client is solely responsible for ensuring that the system's field of view complies with data protection laws, privacy regulations, and ICO guidelines regarding public, staff, or third-party properties.
- **7.6 False Alarms & Emergency Services:** AlarmLine is not responsible for any costs, fines, or liabilities arising from false alarms. We accept no liability if the Police, Fire Service, or other emergency services refuse to respond to an alarm signal, or if a system's response status is downgraded due to repeated false alerts.
- **7.7 Keyholders:** The Client is solely responsible for providing accurate, up-to-date contact details for designated keyholders. AlarmLine accepts no liability for delayed notifications if keyholder information is incorrect or unresponsive.

8. Warranties & Limitation of Liability

- **8.1 Authority:** Each Party warrants it has the legal authority to enter into this Agreement.
- **8.2 Business Indemnity:** Business Clients (B2B) agree to indemnify AlarmLine for any third-party damages, legal fees, or costs resulting from their own breach of this agreement. This indemnity clause does not apply to Consumers
- **8.3 Business Limitation of Liability (B2B Only):** To the maximum extent permitted by law, AlarmLine's total aggregate financial liability to Business Clients for any claim (whether in contract, tort, or negligence) shall be strictly limited to the total value of the fees paid by the Client under this specific contract. AlarmLine shall not be liable to Business Clients for any indirect, consequential, or economic loss, including loss of profit, loss of business, revenue, or business goodwill.
- **8.4 Domestic Consumer Limitation of Liability (B2C Only):** For Domestic Consumers, our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the goods and services you purchased. However, we do not limit our liability for physical damage caused to your property by our negligence, which shall be capped at £100,000 [or insert your public liability insurance limit].
- **8.5 Statutory Exclusions:** Nothing in these terms limits or excludes AlarmLine's liability for death or personal injury caused by our negligence, fraud, fraudulent misrepresentation, or any other liability that cannot be legally limited or excluded under UK law.

9. Termination

- **9.1 Contract Lifespan:** This Agreement remains effective until final sign-off or completion of the contract term, unless terminated earlier in accordance with this section.
- **9.2 Material Breach:** Either Party may terminate this agreement immediately upon written notice if the other party commits a material breach and fails to remedy that breach within 14 days of being notified in writing.
- **9.3 Insolvency:** Either Party may terminate immediately if the other party becomes insolvent, bankrupt, enters liquidation, or ceases trading.

- **9.4 Persistent Faults:** The Client may terminate if the Work repeatedly fails sign-off and AlarmLine is unable to resolve the verifiable defects within a reasonable timeframe.
- **9.5 Phased Work:** Where the initial written quotation explicitly specifies that the project is split into distinct, independent phases, the Client may terminate future phases upon thirty (30) days prior written notice, provided such notice is received before the commencement of that specific phase
- **9.6 Customer Delays:** AlarmLine may terminate the contract if material delays or lack of access caused by the Client impact our delivery timelines for more than 30 consecutive days.
- **9.7 Delivery upon Termination:** Subject to the payment of all outstanding fees in accordance with clause 4.4, AlarmLine will deliver any undelivered part of the work developed up to termination to the Client in electronic form.
- **9.8 Business Compensation (B2B Only):** Neither party shall be liable to pay any compensation to the other for loss of profits or loss of goodwill arising as a result of the termination of this agreement. This does not affect our right to claim for unpaid invoices or work completed.
- **9.9 Accrued Rights:** Termination of this Agreement shall be without prejudice to any rights or obligations which shall have accrued to either party prior to such termination.

10. Force Majeure

- **10.1 Circumstances Beyond Control:** Neither Party shall be liable for delays or failures to perform obligations due to events beyond their reasonable control, including acts of God, war, strikes, government restrictions, pandemics, floods, or severe supply chain disruptions.
- **10.2 Prolonged Delay:** If a Force Majeure event exceeds 30 consecutive days, the Parties will enter into good faith discussions with a view to agreeing such alternative arrangements as may be reasonable in all the circumstances, or either party may terminate the agreement upon written notice.

11. General & Data Protection

- **11.1 Data Protection (UK GDPR):** AlarmLine processes personal data (including names, addresses, contact details, property layouts, and system/CCTV activity logs) in accordance with the UK GDPR and the Data Protection Act 2018. Data is processed for fulfilling our contractual obligations, system monitoring, servicing, and to comply with legal, regulatory, or law enforcement requests. Full details of how we manage, store, and protect data are set out in our standalone Privacy Policy.
- **11.2 No Partnership:** The terms of the Agreement can in no way be construed as constituting a partnership or joint venture between the Client and AlarmLine Security Ltd.
- **11.3 Third-Party Rights:** Right to enforce the terms of the Agreement extends only to those parties defined under the Contracts (Rights of Third Parties) Act 1999. These terms and conditions are legally binding save where varied or superseded by an agreement in writing signed by both parties.
- **11.4 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.