

TERMS AND CONDITIONS OF SALE

DEFINITIONS

In these Terms and Conditions of Sale, the following terms have the following meanings:

“ARC”	means Alarm Receiving Centre, a third-party monitoring service for systems including Intruder and Fire Alarms
“BGE”	BGE Digital Limited
“Commencement Date”	shall be the first day of attendance by BGE at the specified premises
“Documentation”	including but not limited to certificates of compliance, Operation and Maintenance (O&M) Manuals, schematic diagrams of installation, user guides or any other such documentation specified in the Quote or as agreed in advance in writing with BGE
“Expiry Date”	shall mean twelve months from the Commencement Date
“Quote”	the document outlining the goods and/or services
“RVRC”	means Remote Video Response Centre, a third party monitoring service for systems including CCTV
“Services”	as set out in the Quote
“Service Contract”	means a contract taken out with BGE for maintenance and/or support
“You”	the customer

INTERPRETATIONS

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (e) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted; and
- (f) headings are included in these Terms and Conditions for convenience only and shall not affect its construction or interpretation.

1. GENERAL TERMS AND CONDITIONS

- 1.1 The Services will commence on the Commencement Date and Expire on the Expiry Date (if relevant). BGE will supply the Services and you will accept the Services set out in the Quote and you will pay to BGE the costs set out in the Payment Terms in the manner and on the dates specified
- 1.2 Services will be carried out during normal working hours (7am to 6pm Monday to Friday, with the exclusion of bank holiday and other public holidays)
- 1.3 Unobstructed access to site and working areas will be provided at all times. Prior and reasonable notice will be provided by You if for any reason areas are inaccessible or to be made inaccessible at any time for any period of time. Any retraction in access must be agreed by us in advance

- 1.4 All costs associated with use of the system are to be paid for by You. This includes, but is not limited to, electricity, phone bills and internet service provider costs
- 1.5 All equipment supplied by BGE remains the property of BGE until paid in full by You
- 1.6 In the event that You have not paid all monies owing to BGE, You agree and acknowledge that no further support, services or orders can be placed or offered by BGE unless expressly agreed in advance with BGE
- 1.7 You should inform BGE at the time of requesting a quotation that a contract is required by deed and/or additional contract documents are required such as duty of care deed, collateral warranty or additional similar documents. At all times BGE reserve the right to charge an additional sum for review and execution
- 1.8 Where quotations are produced in values other than the Great Britain Pound (GBP), BGE reserve the right to amend or alter the quotation value in line with market conditions and changes to the exchange rate
- 1.9 You agree and acknowledge that these terms and conditions may be updated from time to time and up to date terms can be found on BGE's website:
<https://www.bgedigital.com/terms-and-conditions/>
- 1.10 The contract shall commence on the Commencement Date and shall expire on the Expiry Date
- 1.11 All equipment supplied by BGE includes a one-year return to base warranty from the Commencement Date unless specifically stated within the Quote; this does not affect the manufacturer's guarantee.

2. ASSUMPTIONS, EXCLUSIONS AND SERVICES REQUIRED BY/FROM YOU

- 2.1 BGE shall not be responsible for alterations or changes made by You or any other third party that affect our installation and configuration
- 2.2 BGE shall not be responsible for existing equipment or cabling and/or equipment or cabling not supplied by us including, but not limited to, routers, IP switches, wireless access points, mains sockets/spurs and circuit breakers, data outlets and patch panels etc. This list is not exhaustive
- 2.3 BGE shall not be responsible for changes to service providers following our Services including, but not limited to Internet Service Provider (ISP), telephone service provider, mobile telephone service provider nor are BGE responsible for the quality of the service that these providers operate and maintain
- 2.4 BGE have not allowed for specialist working at height equipment such as Mobile Elevated Work Platforms (MEWPs), scaffolding, cherry pickers or any other equipment unless specifically stated within the Quote. BGE have allowed for hop-ups, stepladders and ladders. Any requirement for specialist working at height equipment will be subject to additional costs for hire, setup, removal and the additional time requirements for such use of this equipment. Our standard working practices are for the use of steps and ladders due to the minimal times required for their use
- 2.5 All containment and cabling fitted by others for our Services are to be brought to the point of our equipment completely and correctly and are to be fully and properly accessible. BGE reserve the right to make additional charges to You in the case where BGE are required to finish the containment and cabling. In addition, cabling must be of suitable type and quality, certified to the latest industry standards and undamaged from end-to-end
- 2.6 BGE have not allowed for protective containment for cabling unless specifically stated within the Quote. Where containment has been specified it will be plastic mini-trunking in white for internal spaces and externally will be flexible plastic containment in black unless specifically stated that it is of some other type
- 2.7 All conduits and flexible conduits fitted by others to also have draw wires fitted prior to our installation
- 2.8 All cable routes and ducts are clear and suitable for use with draw wires pre-installed. Rectification works required to make ducts and containment clear and suitable are not included as part of the Quote and should such works be required the cost will be borne by

You without exception. Any rectification works must be completed in advance of the Services set out in the Quote. In the circumstance where rectification works have not been carried out and such required works are necessary before our Services commence, BGE reserve the right to cease Services with immediate effect or to undertake the rectification works at our entire discretion, without prior notice to You. Where BGE cease Services, You will be responsible, in full, for the cost of the Services. Where BGE undertake required rectification works the cost of the works will be met in full and without exception by You

- 2.9 BGE have not allowed for fitting of electrical sockets, spurs, cabling or for the cost of fitting the same by other specialist trades unless specifically stated within the Quote and where such works are required You must ensure that they are carried out and fully completed in advance of our Services
- 2.10 BGE have not allowed for chasing of walls, floors or ceilings unless specifically stated in the Quote
- 2.11 All flush back boxes, e.g. single and double gang types, by others unless specifically stated within the Quote
- 2.12 All builders works by others unless specifically stated in the Quote
- 2.13 Unless specifically stated within the Quote, BGE have not allowed for any "making good" including, but not limited to, holes in ceilings, walls and other surfaces where equipment has been / is being removed or sealing of any penetrations including firebreaks
- 2.14 BGE have not allowed for any deep cleaning of areas or materials post completion of our Services unless specifically stated within the Quote. If such cleaning is required, You will be entirely responsible for the cost
- 2.15 Parking on site unless specifically stated within the Quote. Where parking is not able to be provided and is as such specified within the Quote, BGE request that there is a suitable loading/delivery area for use to drop materials and tools
- 2.16 BGE require You to provide access to clean drinking water and suitable toilet facilities for the duration of Services unless specifically stated within the Quote. In such circumstances where BGE need to make our own provisions due to unsuitability or lack of access, BGE reserve the right to cease work with immediate effect or to bring in suitable facilities at our entire discretion, without prior notice to You. Where BGE cease Services, You will be responsible, in full, for the cost of the Services. Where BGE bring in suitable facilities, the cost will be met in full and without exception by You

3. PAYMENT TERMS

- 3.1 You will pay BGE all sums set out in the Quote on the dates and times specified and agreed
- 3.2 All payments to be cleared on or before the due date
- 3.3 Overdue business payments will be charged at 8% above Bank of England base rate in addition to a debt recovery cost in accordance with UK late payment legislation
- 3.4 Payment types accepted (subject to change without prior notice):
 - (a) BACS (bank transfer)
 - (b) Debit card
 - (c) Credit card
 - (d) Cheque – only if agreed by BGE in advance of order acceptance. This would be subject to a £25 handling and administration fee
- 3.5 Unless otherwise stated within the Quote or on previously agreed Credit terms, BGE require a 50% deposit with the balance due on completion of the Services
- 3.6 At all times we reserve the right to part invoice and set off amounts

4. SERVICE CONTRACT, ARC AND RVRC SERVICES TERMS

- 4.1 Pricing will be reviewed annually

- 4.2 BGE must be given reasonable opportunity to remotely assist and fix any and all reported issues first
- 4.3 Recommendations and rectifications from any prior audit report which would be referred to within the Quote are implemented and effective as at the start of the Service Contract. BGE reserve the right to terminate the Service Contract in the event that these have not been fully introduced and/or to additionally charge for these rectifications
- 4.4 Any existing defects will not be covered by our Service Contract unless specifically stated within the Quote. BGE will subsequently provide costs to rectify any defects discovered and will endeavour to do this within the first 60 days of Service Contract commencement
- 4.5 Bronze Service Contracts include an annual on-site PPM and one remote PPM session for remotely monitored sites. It also provides agreed response times with reduced callout and remote support costs
- 4.6 Silver Service Contracts are as per Bronze but include labour costs for site visits and remote support except for user error, misuse, vandalism and/or force majeure which would be charged at our Service Contract prices – see our Response Rates section
- 4.7 Gold Service Contracts are as Silver but include parts and consumables except for user error, misuse, vandalism and/or force majeure which would be charged at our Service Contract prices – see our Response Rates section
- 4.8 For Gold Service Contracts, where faulty equipment is obsolete and BGE cannot obtain new replacement equipment of the same make and model with a manufacturer's warranty, BGE reserve the right to quote for replacement parts
- 4.9 Manufacturer Software Upgrade costs are excluded from all service plans unless specifically stated within the Quote and are generally quoted as a separate item

TERMINATION

- 4.10 Missed payments may result in termination of the Service Contract, ARC and or RVRC services without prior notice
- 4.11 Should a material breach of these terms occur, BGE shall have the right to terminate any Service Contract, ARC and/or RVRC services with immediate effect upon giving You 24 hours' notice. Notwithstanding, BGE will use its reasonable endeavours to work with You to minimise disruption in protection while You seek alternative provision
- 4.12 On termination, all rights and obligations of the parties shall automatically terminate and BGE shall not be obliged to refund You any part of any sums paid or due. Provided that this shall not affect any unexpired manufacturer's guarantee in respect of any equipment provided to You
- 4.13 If you do not require to renew the Service Contract, ARC or RVRC services after the Expiry Date you are required to give three months' written notice otherwise you will be required to pay the following year's charges or part thereof as agreed at BGE's absolute discretion
- 4.14 If you do not provide three months' notice in advance of the Expiry Date then your Service Contract, ARC and/or RVRC services will continue for a further period of a minimum of three months or such other period as shall be agreed in advance with BGE at its absolute discretion

5. PRIVACY NOTICE. GENERAL DATA PROTECTION REGULATION (GDPR) AND THE DATA PROTECTION ACT

The data provided by You that BGE hold includes, but is not limited to, the following:

- Personal / Company Information
 - Name, address and contact details; legal ownership and registration details; trading premises; company background, company activity; personal data forms of directors/shareholder etc
- Contact Information (for businesses and suppliers)

- Contact name, job title, business address, business phone number/mobile number/email address
- Contact Information (for homeowners etc)
 - Contact name, relationship to customer (if not main customer), address, phone number/mobile number/email address
- History of contact (customers and suppliers)
 - Details of quotations provided to You / by You
 - Details of works (goods and services) undertaken for You / by You
 - Summary of phone calls (calls are not recorded but are logged) with You
 - Email correspondence

BGE may be asked to disclose your information without your consent if BGE are required to comply with a legal obligation (e.g. a police investigation). For more information on lawful bases for processing, please follow this link to the Information Commissioner's Office website:

<https://ico.org.uk/for-the-public/is-my-information-being-handled-correctly/>

If You have any questions about the information that BGE are required to hold or wish to request access or changes to your data, please contact us at our registered business address which can be found on our website.

Please note, the above is correct at 1st April 2018 and is a brief summary of our full Privacy Notice. Our full and latest Privacy Notice is available on our website:

<https://www.bgedigital.com/privacy-notice/>

6. ARC AND RVRC SERVICES

- 6.1 ARC and/or RVRC services are provided by a 3rd party. BGE use NSI accredited ARC and RVRC. BGE will not under any circumstances guarantee response
- 6.2 Faults reported to us by the ARC and/or RVRC will be actioned in line with the contract Service Level Agreement (SLA)
- 6.3 In the event that the ARC and/or RVRC require additional and/or special terms in respect of the Services, BGE reserve the right to require you to accept responsibility for these additional terms in their entirety. BGE will not be responsible for anything arising from the requirement of additional terms. Your failure to accept such additional terms will constitute a material breach

7. DOCUMENTATION

- 7.1 Manufacturer documentation supplied with the equipment will be left on site at completion of the installation. No other Documentation is offered unless specifically stated within the Quote
- 7.2 Where Documentation is specified within the Quote, this will be provided following receipt of full payment
- 7.3 Where Documentation is requested that has not been included within the Quote this would be at additional cost to You
- 7.4 Where Documentation is specified within the Quote, it will be provided in our standard formats unless specifically stated within the Quote. Should You require different formats to our standard formats, this would be at additional cost to You. If You would like to see a copy of our standard document formats before ordering, please contact us

8. SYSTEM FAULTS, FAILURES, FAULT REPORTING AND GENERAL MAINTENANCE REQUIRED BY YOU

- 8.1 BGE do not monitor Your system and are therefore unaware of faults if they arise. It is Your responsibility to report faults to us
- 8.2 It is Your responsibility to ensure Your system is properly maintained including clearing of any spiders or other insects from motion detectors and cameras and ensuring that foliage is kept away from cameras and external motion detectors
- 8.3 Faults need to be reported to our Service department by telephone on 01245 807 620. Alternatively, please email support@bgedigital.com although BGE do not guarantee that emails will be handled within the agreed SLA of a contract. For guaranteed response please call