

AEC South Ltd Terms & Conditions

1. Definition:

'AEC' are AEC South Ltd

2. AEC will:

- a. Carry out work in accordance with the latest requirements and relevant standards.
- b. Bring to your attention and will estimate the cost of any additional materials and/or labour required to complete the work if AEC discovers that existing wiring fails to comply with NICEIC regulations.
- c. Inspect part of the Fire System in place during each routine inspection visit as required. As a result of this all parts of the Fire System may not be inspected until 12 months have elapsed since the first service date.
- d. Add you to our 'Call Out' for inside and outside of working hours once an agreement is in place with you. Charges will apply as per our agreement or original quotation.
- e. Carry out the service during normal working hours of 08:30 – 16:30 unless otherwise agreed with AEC and the customer.
- f. Make an additional charge for repairs and replacement parts which are excluded from a Service.
- g. Provide a 'Call Out' Service. This is when a call is received to attend a site to investigate a fault with a Fire Alarm outside of the Standard Service.
- h. Have the right to refuse to attend a 'Call Out' if a customer's account is overdue.
- i. Include minor adjustments during an inspection of up to 30 minutes. Materials are not included.
- j. Charge for 'Call Out' per customer, excluding VAT. The rates are doubled for all Bank Holidays.
- k. Close for Christmas. Rates are as per the Saturday/Sunday rate except for Bank Holidays. Bank Holiday and Christmas closure dates vary from year to year and you will need to contact the office for these dates.
- l. Refuse attendance to a 'Call Out' if the condition of the weather is deemed unsafe for us to travel. You will be offered a local contractor or for AEC to return when it is safe to do so.

3. AEC will not:

- a. Be able to confirm that the cables and wiring which have been installed within the relevant fabric of the premises, in inaccessible locations or underground conform to the relevant standards.
- b. Issue a guarantee for work which covers damage or misuse by others; damage by vermin, tempest or flood.
- c. Represent or warrant that an Alarm System (even though designed to reduce the risk of loss or damage) cannot be neutralised, circumvented or otherwise rendered ineffective by intruders or other unauthorised persons. In such an event AEC will not accept liability in respect of any loss or damage sustained by the customer caused because of this.
- d. Be liable in respect of any loss or damage sustained by the customer arising from burglary, theft, robbery, breaking, entering, malicious damage, riot, commotion or any unauthorised entry due to failure of an alarm system to function, or to function correctly, or to any inadequacy in the design, installation or construction of an Alarm System howsoever caused, unless it is due to substandard workmanship on the part of AEC. This would have to be verified by a third party and costs are to be paid by the customer. NB:
 - i. Because the potential extent of loss or damage which could be caused by intruders or by attack on the premises is so great in proportion to the sums which can reasonably be charged by AEC for the supply and maintenance of an Alarm System and
 - ii. AEC has no detailed knowledge of the nature and value of the property intended to be protected by an Alarm System (both buildings and contents) and these matters in respect of which it is reasonable for the customer to fully insure. AEC must make reasonable limitations to its liability in this respect.
- e. Be responsible for the final finishing and replacing of floorboards, carpeting, or ceiling tiles, wall coverings or decorating which has been moved or affected as part of AEC work.
- f. Accept that any contract for the supply, installation or hire of an Alarm System is made on Terms and Conditions other than these.



- g. Be liable to the customer if AEC fails to perform any of its obligations under this agreement by any particular time or at all, if such failure is due to, or results from the breakdown of plant or apparatus, fire, explosion, accident, strike, lockout or other industrial action or any event or cause beyond the control of AEC.
- h. Be liable in any way whatsoever following interference by the customer with an Alarm System.
- i. Cover costs where AEC maintenance contracts, including, attended 'Free out of hours emergency call outs';
 - i. are made, between 8:00am – 16:30pm, Monday to Friday only.
 - ii. for faults found caused by vermin, tempest or flood. iii. find, misuse of the service regarding the time of the false alarm displayed on a panel.
 - iv. will require additional materials.

4) The Customer will:

- a. Inform AEC in writing of any incident or circumstances which gives rise to any claim against AEC within 7 days of the occurrence of the incident or circumstances.
- b. Accept that all equipment installed or awaiting installation and all other property of AEC hired, or loaned by AEC at the premises shall be the sole risk of the customer. This includes all external equipment or wiring examples, CCTV and security lighting.
- c. Ensure that all personal belongings and items of value at the premises are stored safely.
- d. Ensure that clear access to and in any void or loft area is permitted to AEC.
- e. Use and operate an Alarm System with reasonable care and in accordance with the instructions of AEC.
- f. Report within 30 days from installation completion date any fault or defect in an Alarm System.
- g. Accept that in the absence of sufficient advice AEC cannot be liable for any damage or be responsible for any damage caused by structural defects or similar matters inside or outside the premises.
- h. Pay for all costs incurred as a result of damage to an Alarm System from animals or vermin during the period of the guarantee or thereafter due to negligence or wilful act of the customer its staff or agents.

5) The Customer will not:

- a. Cause AEC to depart from normal working procedure for any reason that is outside the control of AEC including interference of any description.
- b. Allow any other company to operate or service any of our newly installed equipment within the warranty period or contract period. A charge will be applicable for the remainder of the period if the customer breaches our terms and conditions.

6) Price Charges and Title:

- a. Estimates for work or alteration/additions to an existing system are based on the existing wiring conforming to NICEIC Regulations.
- b. Where existing wiring fails to comply with NICEIC Regulations, additional materials and labour required to complete the work will be chargeable in addition to the price.
- c. Where chasing is required for the work, 'making good' is to be carried out by the customer and is not included in the price unless otherwise stated.
- d. Where floorboards, carpeting or ceiling tiles are to be removed, AEC will not carry out the final finishing and replacing of such items. This is to be completed by the customer.
- e. Where existing wiring/protection is to be incorporated into a system, it is on the assumption that they are in good working order. Should this not be the case, any work replacing or wiring these items up to an acceptable standard will be charged for on a time, materials and travelling basis.
- f. Where tiles, floorboards, carpets etc are found to be not easily removable and an alternative route is required, there may be an additional charge over and above the Estimate price.
- g. The 'Estimate' is based on today's manufacturing prices which may be subject to increase.
- h. The price is based on the work being carried out during AEC normal working hours: Monday – Friday 08:00 – 16:30 only, unless otherwise specified in the Estimate.
- i. The deposit is required before the commencement of the work and any staged payments are as stated in the Estimate. AEC have the right to suspend work if staged payments are not made on time and AEC will not be responsible for damages due to late completion of the work because of this.



NB:

- i. If authorisation has been given to a managing agent to work on the client's behalf, AEC will accept authorisation of estimate/works/contracts with No Deposit being taken, therefore the managing agent are responsible for the final payment of the works.
- ii. All works are Estimated based on a visual inspection only. AEC does not know what wiring etc is behind walls, under floorboards or inaccessible location. The customer is liable for any additional charges for materials and labour.
- j. All new Fire Alarm installations must comply with a 36-month service contract with AEC.
- k. All new Estimates including a fixed service cost for the Fire Alarm, Emergency Lighting and Fire Extinguishers are priced at fixed reduced rate for a period of 3 years. After this time the rate and service contract are reviewed.
- l. For termination of a contract or Estimate see section 9. (Termination of Work or Contracts)

7) Final Payment:

- a. By account holders and non – account holders this will be due within 7 days of the invoice date.
- b. Title to the work shall not pass to the customer until payment in full (plus any additional charges) has been made to AEC by the customer. AEC shall be entitled to withhold delivery of all control keys to an Alarm System and certificates until payment is received in full.
- c. Failure by the customer to make payment within any payment period shall entitle AEC to charge interest on any overdue payments and outstanding invoices in full or in part until the date when payment is made in full at a rate of 3% above Lloyds Bank Plc minimum lending rate or its equivalent. This shall not alter any other AEC rights in the event of failure to effect timely payment.
- d. AEC has the right to remove any unpaid materials in the event of non-payment, labour charges will be applied. Any damage incurred to the customers property is the responsibility of the customer.
- e. Should the customer of AEC South Ltd cease trading/go into liquidation/Administration/Bankruptcy and AEC South Ltd does not receive any payment on materials installed, we at AEC South Ltd have the right to remove all goods/equipment. Any damage incurred to the customer's property/building is the responsibility of the customer/administrator.

8) One year Guarantee:

- a. AEC will guarantee the workmanship and materials for one year from the date of installation. Bulbs/halogen/lamps/mains fuses are excluded through natural wear and tear.
- b. AEC will guarantee the replacement of goods, i.e., emergency light fittings, detectors, batteries etc for one year from the installation date. The customer is liable for the labour at our usual hourly rate.
- c. The customer will pay for all service charges or call out charges.

9) Termination of work or contracts:

- a. Please confirm in writing giving 6 months to terminate the contract.
 - i. The remaining cost of the contract will be invoiced after the final service plus 20%.
 - ii. AEC will agree to cancel a contract of work on the understanding of the following: b. Payment is not upheld.
- c. If the estimate is cancelled 14 days before the installation date. In this case a 50% charge applies.

