

**Knight Fire & Security Ltd :**  
**Terms and conditions of sale: Pages 1 to 5**  
**Appendix A (Terms and conditions of maintenance and/or monitoring agreement: Pages 6 to 9**



**PARTIES**

- 1.1 These conditions apply to all quotations, design proposals and contracts for the sale of equipment by Knight Fire & Security Ltd whose registered offices are situated at 1<sup>st</sup> Floor 8-12 London Street Southport PR9 0UE incorporated in England (the 'Seller')
- 1.2 In these conditions the 'Buyer' means the person, firm or company who has ordered or agreed to purchase equipment from the Seller.

**BASIS OF SALE**

- 2.1 Contracts and orders are accepted only subject to the Sellers General Conditions of Sale as set out herein and the sellers Special Conditions of Sale (if any) as stated on the order acknowledgment and the Buyer shall be bound by such Conditions. No modification or variation of these Conditions or the particulars contained in the Seller's acceptance shall be binding on the seller unless expressly accepted by the Seller in Writing. Unless so agreed any qualification thereof or terms stipulated in the Buyer's own order forms shall be inapplicable.
- 2.2 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the goods which is not confirmed in Writing by the Seller is followed or acted on entirely at the Buyers own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without liability on the part of the Seller.

**ORDERING**

- 3.1 Any order submitted for the purchase and installation of equipment is a binding offer to purchase and install such equipment on these conditions. Verbal orders are not accepted.
- 3.2 All terms and conditions of the Buyer are hereby excluded.
- 3.3 A quotation by the Seller does not constitute an offer.
- 3.4 Any offer by the Seller to sell and install any equipment is open for acceptance for 30 days from and including the date of that offer unless otherwise specified in such offer.
- 3.5 The Buyer shall not be entitled to cancel or modify any order submitted by it or to return any equipment delivered by the Seller without the Seller's written consent.

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- 3.6 If the Seller agrees to cancellation or return, the Buyer shall be liable to pay to the Seller an amount as specified by the seller (minimum of 25% of invoice value of equipment or £500 whichever is the greater) together with all costs of handling, carriage, insurance and packing in relation to delivery of the equipment and arranging for return of the equipment to the Seller.

## PRICE

- 4.1 The price for any service provided, including equipment is as quoted and valid for 30 days.
- 4.2 The Seller may vary the price of the equipment by a reasonable amount attributable to a change in the design proposal or insufficiency of the Buyer's (or any consultant or contractor employed by the Buyer) instructions or specifications for the purposes of installation and/or to be in line with the prices ruling at the date of invoice.
- 4.3 All prices are exclusive of value added tax and any other taxes and duties which will be payable in addition at the rate current at the time of invoice.
- 4.4 Where specifically stated, the prices for the equipment include carriage, packaging, and other delivery costs for delivery of the equipment in a single consignment to a United Kingdom mainland address, during normal working hours as operated by the supplier (08.15 hrs to 17.00 hrs). Otherwise the costs of delivery of the equipment from elsewhere or in more than one consignment shall be an additional charge to the Buyer.

## SPECIFICATION

- 5.1 The Seller shall consult with the Buyer regarding design installation for the purposes of installing the equipment and shall install and test the equipment in accordance with any quotation and/or design proposal and in compliance with any Current Codes of Practice stated in the Specification (as applicable).
- 5.2 The Seller reserves the right to make unilaterally and without prior reference to the Buyer any reasonable change to any specification of the equipment or its installation or location of installation if such change complies with any specification of the Buyer and/or as set out in the quotation or specification and/or by reason of unforeseen circumstances at installation if it is not physically possible or not financially viable.
- 5.3 The Buyer acknowledges that all specifications and details in all catalogues and websites, are approximate only and do not form part of the contract.
- 5.4 Where the Buyer requires the Seller to provide additional training support and maintenance in relation to the operation of the equipment then the Seller's standard terms and conditions of maintenance as set out in the Appendix to these terms shall be agreed between the parties

## DELIVERY

- 6.1 The Seller will use its reasonable endeavours to deliver and install the equipment by the agreed delivery dates or if no dates are stated, within a reasonable time.
- 6.2 All delivery dates are estimates only and time of delivery is not of the essence.
- 6.3 The Buyer shall not be entitled to refuse to accept late delivery or treat late delivery as a breach of contract.
- 6.4 The Seller shall not be liable for late delivery or non-delivery owing to any circumstance beyond its reasonable control (including any delay, act or omission of a third party carrier used by the Seller) and delivery and installation of any equipment shall be suspended for so long as such circumstance lasts.
- 6.5 The Seller shall be entitled to withhold delivery of the equipment where any amounts payable by the Buyer to the Seller are overdue on any account whatsoever, without allowing termination of the outstanding balance of the order by the buyer.

## RISK

- 7.1 Risk in the equipment shall pass to the Buyer on delivery to the Buyer at the premises referred to in the Specification.

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## ACCEPTANCE TESTS

- 8.1 Acceptance tests shall be agreed by the parties in accordance with the quotation or Specification.
- 8.2 The Seller shall use its reasonable endeavours to ensure that the equipment is ready for acceptance testing by the planned acceptance date stated in the quotation or Specification.
- 8.3 The Buyer shall accept the installation of the equipment immediately after the equipment has passed the acceptance tests and the Commissioning Certificate has been issued.
- 8.4 If the equipment as installed fails to pass the acceptance tests, repeat tests shall be carried out until the earlier of the following occurs:
- 8.4.1 the equipment passes the acceptance tests
  - 8.4.2 the acceptance tests have been repeated 3 times; or
  - 8.4.3 a 30-day period from the planned acceptance date has expired.
- 8.5 If at any time the Buyer shall commence live running of the whole or any part of the installed equipment (other than in the acceptance tests) then the Buyer shall be deemed to have accepted the equipment.
- 8.6 If the equipment has not been accepted by the Buyer on or after the occurrence of the events specified in clauses 7.4.2 or 7.4.3, then the Buyer shall be entitled, without prejudice to any other rights or remedies it may have under these terms and conditions or at law, to terminate forthwith the contract for sale by written notice upon the Seller.

## PAYMENT

- 9.1 Unless otherwise agreed, the Buyer shall pay the Seller's invoices within 21 days after the date of invoice.
- 9.2 The Buyer shall make all payments in full without withholding, deduction or set-off for any reason.
- 9.3 The Seller shall be entitled to charge daily interest on overdue amounts at the rate of 8% per month from the due date to the date of payment.
- 9.4 If the Seller has reasonable doubts about the Buyer's ability or willingness to pay, the Seller shall be entitled to suspend performance and to request payment on or before delivery or security for payment before continuing with performance of the contract. Such suspension will not allow termination of the outstanding balance of the order by the Buyer.
- 9.5 All payments are due in the currency as requested in the invoice.

## TITLE

- 10.1 Title to the equipment shall remain with the Seller until it has received payment in full in cash or cleared funds for all of the equipment in the same order, whether or not the equipment has been delivered and paid for in instalments.
- 10.2 Until title to the equipment has passed, the Buyer holds the equipment as bailee for the Seller.
- 10.3 In the event that any payment for all or any installation or equipment is overdue or is likely to be unpaid, the Buyer shall re-deliver that equipment on demand and authorises the Seller to enter any premises to remove that equipment.

## WARRANTY

- 11.1 If the Buyer finds a material defect in the equipment and/or installation within 12 months from and including the date of the Commissioning Certificate then the Seller will at its sole option as soon as is reasonably practicable repair or replace defective equipment or refund to the Buyer the purchase price paid for that equipment PROVIDED THAT:
- 11.1.1 The Buyer informs the Seller within 3 days after the defect was discovered and then proceeds as instructed by the Supplier, including the prompt return, at the Buyer's expense of any equipment claimed faulty.
  - 11.1.2 The defect existed in the equipment at the time of delivery of the equipment or arose from faulty materials or workmanship, was not reasonably discoverable upon inspection at the time of receipt, and did not result from any modification or alteration of the equipment

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by the Buyer, or from normal deterioration, or from improper or faulty connection, installation, handling, storage or use of the equipment by the Buyer, or failure of the Buyer to comply with any instructions provided by the Seller.

11.1.3 Any trademarks or labels on the equipment have not been removed or mutilated.

11.1.4 Where the Seller has the benefit of any interior warranty or guarantee in respect of the equipment or any parts or components comprised in the equipment, this warranty or guarantee shall be amended to reflect the warranty in so far as the defect relates to such parts or components as supplied to the Seller provided by the supplier.

11.2 The Buyer warrants to the Seller that it has full legal right and capacity to enter into any agreement for the purchase of the equipment its installation and future maintenance and in the event that the Buyer is not the lawful owner of the Premises stipulated in the Specification then it has full legal title on behalf of such owner and authority to enter into this agreement. The Buyer shall indemnify and keep the Seller indemnified in respect of all loss, damage, liability, expenses, professional fees and costs in relation to any breach of this warranty

## CENTRAL MONITORING SERVICE

12.1 The Seller sub-contracts the central monitoring service for its alarm installations to a third party company. Any equipment provided by such third party company for the benefit of the use of the Buyer shall be at the Buyer's risk and the Buyer shall indemnify the Seller in respect of all loss, damage and destruction caused to that equipment.

12.2 The extent of the liability of the Seller to the Buyer in connection with the central monitoring service shall be limited to the same extent as under any contract for service entered into by the third party company with the Seller.

## LIABILITY

13.1 The Seller's express liability under these conditions shall be the Seller's only liability and the Buyer's only remedy for breach of this contract and all other liability of the Seller whether in contract, tort (including negligence), statute or otherwise, is hereby excluded.

13.2 The equipment is supplied strictly on the terms that the Buyer has satisfied itself of their suitability for its purposes. All warranties and representations express or implied, as to the quality or fitness for purpose of the equipment are hereby excluded.

13.3 In any event, the total liability of the Seller in respect of breach of any contract for the sale of the equipment or any representation given in connection with such a contract, whether in contract, tort (including negligence) statute or otherwise shall be limited to the purchase price payable under this contract.

13.4 In any event, the Seller shall not be liable to the Buyer in respect of breach of any contract for the sale and installation of the equipment or any representation given in connection with such a contract, whether in contract, tort (including negligence) statute or otherwise howsoever, for any consequential, indirect or special losses, any loss of use, profit, business, revenue, or contract, or any liability of the Buyer to any third party.

13.5 In any event, the Seller shall not be liable for delay or non-performance of this contract due to any event or circumstance beyond its reasonable control (including act of god, legislation, war, civil commotion, fire, flood, failure of power supply, strike or other industrial action, or any inability to obtain parts or materials).

13.6 Nothing in these conditions shall limit or exclude the Seller's liability for death or personal injury resulting from its negligence.

13.7 The Buyer shall indemnify the Seller against all actions, claims, costs, damages, expenses and other loss or liability arising out of a defect in the equipment or its installation to the extent occasioned or contributed to by any act or omission of the Buyer.

## RIGHTS

14.1 All patents, copyrights, design rights and trademarks, rights to confidence, and all other intellectual property rights, whether registered or unregistered, in any part of the world, in or developed by the Seller or any third party in relation to the equipment are and shall remain the property of the Seller or the third party (as appropriate).

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14.2 The Seller does not warrant that the import, export, advertisement, or sale of the equipment will not infringe the intellectual property rights of any third party, and shall have no liability to the Buyer in such case.

14.3 The Buyer shall not remove or tamper with any trademarks or labels attached to the equipment.

**NOTICES**

15.1 All notices shall be in writing, and sent by hand, courier, first class post or facsimile to the address of the recipient stated in any quotation, order or acknowledgement of order.

15.2 Notices shall be deemed to be received if sent by hand or courier, on delivery, if sent by first class post, on the second day following the day of posting, and if sent by facsimile, on completion of uninterrupted transmission

**LAW**

16.1 These conditions and any contract to which these conditions apply shall be governed by and construed in accordance with English law and parties hereby submit to the exclusive jurisdiction of the English Courts

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**APPENDIX A – Terms and conditions of maintenance contract**

**PARTIES**

- 1.3 These conditions apply to all quotations, design proposals and contracts for the provision of reactive and planned maintenance services by Knight Fire & Security Ltd whose registered offices are situated at 1<sup>st</sup> Floor 8012 London Street Southport PR9 0UE incorporated in England (the ‘Seller’)
- 1.4 In these conditions the ‘Buyer’ means the person, firm or company who has ordered or agreed to purchase the above services from the Seller
- 1.5 The buyer wishes the seller to provide a repair and maintenance in relation to the equipment and the seller is willing to supply the same on the terms and conditions of this agreement

**MAINTENANCE SERVICES**

During the continuance of the maintenance agreement the seller shall provide the buyer with the following:

- 2.1 Routine maintenance of the equipment at such intervals as the seller deems necessary in compliance with the relevant industry codes of practice and standards and in order to keep the equipment in good and correct working order and in accordance with the agreement offered to each individual customer.
- 2.2 Replace peripheral device batteries every 24 months to devices installed by Knight Fire & Security Ltd
- 2.3 The repair of any defect in or malfunction of the equipment which is discovered by the seller during the course of routine maintenance checks or is reported to the seller by the buyer from time to time.
- 2.4 The contractor shall use all reasonable endeavours to supply minor spare parts only and replacement minor components only required to maintain the equipment in good working order and no extra charge will be made for the supply of these. (Exclusions apply as per item 3.3 & 3.7 below)
- 2.5 Any equipment that is the subject of misuse or damaged other than by fair wear and tear the seller reserves the right to charge the buyer for any spare part(s) and labour required.
- 2.6 The Seller will make available a 24-hour emergency call-out service and endeavour to attend all requests for emergency service to intruder alarm systems within 4 hours & fire alarm systems within 8 hours.

**EXCLUSIONS FROM SERVICES**

- 3.1 Any modifications or additions to the system carried out by others.
- 3.2 Items which in the sellers opinion can no longer be subject to economical maintenance and for which the seller has submitted a refurbishment cost estimate payable in addition to the maintenance agreement charges.
- 3.3 Replacement of Control equipment/control panels and external sounders.
- 3.4 Defects resulting, in the sellers reasonable opinion, from misuse or neglect of or accident to the equipment or failure to follow the instructions or advice of the seller or the equipment manufacturer.
- 3.5 Visits in addition to those (if any) set out in the specification. Items which in the sellers opinion can no longer be subject to economical maintenance and for which the seller has submitted a refurbishment cost estimate payable in addition to the maintenance agreement charges.
- 3.6 The repair or replacement of parts which the seller requires to carry out away from the site but which the buyer for security reasons or otherwise is unwilling to release to the seller.
- 3.7 The cost of replacing any parts of systems “taken over” by the seller and not installed by the seller. Including all associated labour costs.

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## MAINTENANCE AND MONITORING CHARGES

- 4.1 Maintenance and Monitoring charges are payable annual and in advance of the commencement date each year.
- 4.2 Additional services (Including that of emergency visits outside the hours set out in the agreement and the cost of parts not covered by a parts warranty given by the seller will be the subject of additional charges in accordance with the sellers terms then in force payable 21 days of the date of the sellers invoice.
- 4.3 The seller may adjust its maintenance charges not later than 21 days prior to any anniversary date of the commencement date. If the buyer does not pay the adjusted maintenance charges on the due date, the contract will be terminated immediately and the buyer will be notified in writing to the last known address.
- 4.4 The sellers charges are payable without any deductions or withholding of any kind but with the addition of VAT.

## BUYERS OBLIGATIONS

To facilitate the provision by the seller of maintenance and monitoring services, the buyer shall:

- 5.1 Keep and operate the equipment in a proper and prudent manner and ensure that only competent and trained personnel can operate it.
- 5.2 To not relocate or make any addition, modification or adjustment without the sellers prior written consent.
- 5.3 Provide at such times as the seller reasonably requires and at no cost to the seller all documentation, software, materials and services necessary for the maintenance and testing of the Equipment, access to the Equipment, use of the Buyer's workshop and repair facilities and the co-operation of the Buyer's personnel in diagnosing and overcoming any malfunction of the Equipment.

## LIABILITY

- 6.1 The seller shall use its reasonable endeavours to keep the equipment in efficient operating condition but shall have no liability at all for any loss or damage of any kind arising from stoppage, breakdown or failure of equipment however occasioned.
- 6.2 The seller shall have no liability for any damage to the buyers property unless occasioned by the sellers negligence.

## CENTRAL STATION MONITORING SERVICE

- 7.1 The Buyer sub-contracts the provision of a central monitoring service to a third-party company which contract is renewed no more often than once a year. The Seller therefore retains the full right at any time during the course of the period in which the Maintenance Services have been contracted to change its supplier of the central monitoring service for the alarm to any other reputable company in which event it will notify the Buyer of any requirement for access, change of equipment or alternative contract details.
- 7.2 The Seller shall not be liable to the Buyer in respect of the central monitoring service for the alarm to any extent greater than as set out in any contract for the supply of services by such third-party central monitoring service provider to the Seller.
- 7.3 The Buyer shall indemnify the Seller in respect of all damage, loss, destruction, or other liability in respect of any equipment supplied by any such third-party central monitoring service supplier.

## FORCE MAJEURE

- 8.1 If the performance of this agreement or any obligation under it is prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of the party obliged to perform it, the party so affected (upon giving prompt notice to the other party) shall be excused from performance to the extent of the prevention, restriction or interference, but the party so affected shall use his best endeavours to avoid or remove the causes of non-performance and shall continue performance under this agreement with the utmost despatch whenever such causes are removed or diminished.

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## COMMENCEMENT AND TERM OF AGREEMENT

- 9.1 This agreement starts on the date stipulated in the Specification and remains in force until a date not earlier than the expiry date stated in the Specification in the absence of which then one year from the commencement date or earlier if terminated by not less than three weeks' prior written notice by either party to the other. (Three months for monitored systems).
- 9.2 Contracts terminated within the first year shall not be subject to part refund for either any outstanding period of maintenance or alarm receiving centre (monitoring) signalling.
- 9.3 Contracts cancelled in subsequent years shall be subject to part refund (annual charge divided by 12) of the outstanding period of the contract if cancelled within 3 months of the renewal date, no refund is available if cancellation does not take place within the first three months of the renewal date.

## TERMINATION ON DEFAULT

- 10.1 Either party may at any time by written notice (in addition to any other rights) terminate this agreement or suspend their performance of all or any of their obligations under it immediately and without liability for compensation or damages if:
- The Buyer fails to comply in all material respects with this agreement.
  - The Buyer becomes insolvent, has a receiving order made against him, makes any arrangement with their creditors generally or takes or suffers any similar action because of debt.
  - The Buyer convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except (with the written approval of the Seller) for the purposes of and followed by amalgamation or reconstruction;
  - A receiver or administrative receiver is appointed of any of the Seller's property

## NOT ASSIGNABLE

- 11.1 The Seller reserves the right to assign the contract and to sub-contract all or any of its obligations
- 11.2 This agreement is personal to the Buyer who may not without the Seller's prior written consent:
- 11.2.1 Assign or dispose of it.
  - 11.2.2 Part with any interest in it; or
  - 11.2.3 Grant any lease or licence or delegate any of the rights conferred by it

## THIRD PARTY RIGHTS

- 12.1 No person other than the Seller, any person to whom the Seller assigns the Contract and the Buyer shall acquire any enforceable rights under or in connection with this agreement

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## VARIATION

13.1 The Seller may from time to time notify the Buyer in writing that it proposes to alter, add to or abrogate any provisions of this agreement giving details of the proposed alteration, addition or abrogation. Unless the Buyer within 28 days of that notice notifies the Seller in writing that he objects to them, the alteration, addition or abrogation shall be deemed to be agreed and shall take effect accordingly

## LAW AND JURISDICTION

**14.1** The law applicable to this agreement shall be English law and the parties' consent to the jurisdiction of the English courts in all matters affecting this agreement

## NOTICES

15.1 Any demand or notice given under this deed shall be in writing and may be served:

15.1.1 Personally,

15.1.2 by registered or recorded delivery mail,

15.1.3 by facsimile transmission (confirmed by post), or

15.1.4 by any other means which any party specifies by notice to the others

15.2 Each party's address for the service of notice shall be its above-mentioned address or such other address as it specifies by notice to the others

15.3 A notice shall be deemed to have been served:

15.3.1 if it was served in person, at the time of service,

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