



Midlands Protection Services

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Birmingham, B1 4RL

T: 0121 724 0394

www.midlandsprotectionservices.co.uk

We don't like small print, but we need a set of Terms & Conditions so that we are fully compliant with the necessary laws and licences in the UK.

Between you ('the customer') and Midlands Protection Services (MPS) Limited ('us').

1. PURPOSE

1.1 The installed system is designed to reduce the risk of loss or damage to your premises or in some cases the wellbeing of those monitored. However, we do not guarantee that the system cannot be removed, tampered with or made to stop working by you or any unauthorised person. Should this happen, Midlands Protection Services are not responsible for any losses you may suffer directly or indirectly.

2. PAYMENT

2.1 A minimum deposit of the quotation cost will be required when the order for installation is placed. The amount payable is displayed on quotation/invoice.

2.2 The balance is payable immediately upon completion of the work by our service engineer(s) on the day.

2.3 Payment is by cash, bank transfer or debit/credit card. The following payment cards are accepted: Visa, MasterCard, Maestro, Delta, Electron or Solo & American Express. The payment is to be completed BEFORE the engineer leaves the property. WE DO NOT ACCEPT CHEQUES.

2.4 We expect you to pay monies due promptly. If payment to us is overdue, we will charge you interest at 8.5% over the base rate of The Bank Of England, from the date of our invoice until the date you pay, PLUS a late payment fee of £99.00. Should you refuse to pay the money, plus any interest and the late payment fee due to us, we will transfer the payment collection to a debt recovery agent or solicitor. The additional costs of the debt collection and any legal and court fees will also apply.

3. COSTS

3.1 All quotes are valid for a period of 7 days.

3.2 The quoted costs may be revised if:

- (a) You require the work to be carried out more urgently than agreed.
- (b) You change the specification.
- (c) Your premises are in some way unsuitable for the equipment and this was not apparent during the course of the site visit, telephone/e-mail conversation or there are circumstances which we should have been made aware of.
- (d) Any other special circumstances that arise and we were not made aware of in writing when supplying our original quotation arose. This includes:
Re-visits of the installer/technicians/engineer for reconfiguration of the system.

Remote viewing, where the customer is responsible for the availability of a broadband internet service, a router that provides the 'PORT-FORWARDING' function and a public (static) IP address. The installation work is outside the working hours of 8.00am – 8.00pm Monday – Friday, except statutory holidays. Requests made by the customer to install outside these working hours will incur additional charges.

Engineers are asked to work outside standard practices of installations. Unless stated on the Works Schedule or we were made aware in writing when supplying our original quotation. Installs should be carried out in easily accessible areas without the need for additional labour work. This includes:

- Underground cabling
- Redecoration
- Building work
- Removal of floor boards, Carpet lifting/laying
- Erecting poles
- Cable containment
- Exceptionally high ceilings
- Drilling through walls thicker than 300mm

The above will incur additional charges as agreed by the company representatives if required.

NOTE ~ Additional charges may be made if our engineers/technicians/installers are not provided with access to doors, shutters, windows, or any other areas where cables and equipment needs to be installed thereby incurring extra cable length. In any case, the customer will not be liable for extra costs beyond their reasonable knowledge.

4. GENERAL

- 4.1 Our prices quoted on this site are for installations within the Midlands. Prices are available on application for locations outside of this area.
- 4.2 The company (Midlands Protection Services (MPS) Limited) will endeavour to deliver and/or complete security systems as soon after receipt of an order as possible but cannot accept any responsibility or liability whatsoever for any claim arising in connection with any delay in delivery or completion howsoever caused.
- 4.3 You agree to give us and our workers full access to your premises to survey, measure, install, test and service the equipment. You also agree to provide an adequate electricity supply for the equipment to operate correctly. If our work is interrupted or delayed because of a problem with access, or the electricity supply is inadequate, we may make an additional charge. We are not liable if completion is delayed due to circumstances beyond our control. By signing the contract with us, you guarantee that you have full authority to allow the installation and no other consent is needed.
- 4.4 You agree to allow our engineers to take non identifying photographs of your installation for publication on our website and digital media channels including social media.

5. EQUIPMENT

5.1 The equipment installed belongs to the company (Midlands Protection Services (MPS) Limited) until the work is complete and paid for in full by you ('the customer'). If you do not pay the balance of the quotation/invoice amount immediately upon completion of the work by our service engineer, we have the right to remove the equipment from your premises without notice. By signing the contract with us, you irrevocably authorise us to enter your premises to remove the equipment if payment remains outstanding.

5.2 To ensure consistency of installation, quality and service, our engineers will perform pre and post installation checks on the equipment and will photograph completed installations.

5.3 We will provide full training on completion of installation.

6. GUARANTEE / WARRANTY

We provide a warranty period of 12 months on all of our CCTV products. This also include labour where applicable.

6.1 The customer must notify us immediately via our support email of a fault occurring with the security system and we will repair such fault as soon as possible after receiving notification.

6.2 We guarantee that we will repair hardware related faults in the installed system free of charge within the warranty period from the installation date. This guarantee does not apply to matters stated in condition 6.3.

6.3 The guarantee does not apply if we believe or have reason to suspect that changes have been made to a system/products supplied by our company or to faults caused by the following:

Incorrect adjustment or positioning by you or others of any part of the system.

Consumable items of all kinds failing. Consumables are items with a finite life such as the internal hard disk drive, wireless components & batteries.

Products added to the CCTV system not supplied directly by us.

Work carried out by police, fire or other authorities, or by any telecommunication agency or other party.

Changes in configuration by other parties (Telecoms, Internet providers etc)

6.4 A call out fee of at least £45 will be charged if the fault / malfunction caused to the system has been made by the user and not a defective part / installation. For example, if an engineer attends to assess a 'no video' issue that has been caused by the customer accidentally or otherwise cutting, or disturbing the installation cables / components, a fee will be chargeable. If upon investigation there is a faulty part this will be repaired or replaced with no fee payable within the warranty period.

7. REMOTE VIEWING & IT ISSUES

If we are unable to configure the remote viewing on the day of the scheduled installation due to IT technical issues, ISP unavailability or lack of details such as Router IP address, user name and password then further charges will apply to remotely configure or revisit to complete the set up.

The company (Midlands Protection Services (MPS) Limited) cannot be held liable for client IT issues such as change of router, failed connection, change of internet service provider, re-set of router, new mobile phone, loss of settings on the router or a new operating system.

8. LIABILITY

8.1 The company (Midlands Protection Services (MPS) Limited) shall not be liable, unless due to our own negligence for the costs of any work, repairs or replacement of equipment which results from fire, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.

8.2 The company Midlands Protection Services (MPS) Limited) does not warrant or represent that that the operation of the installation will be uninterrupted or error free. We provide the system to assist in the security of the customers premises but does not thereby warrant the security of the property, the customer or the contents therein.

8.3 The company (Midlands Protection Services (MPS) Limited) does not act and shall not be deemed to act as an insurer of the customers property or contents contained therein and give no warranty that by virtue of the installation of the system, the property or contents contained therein are completely secure or inviolable.

8.4 The company (Midlands Protection Services (MPS) Limited) shall have no liability in contract, unless due to our own negligence for any loss suffered and in particular, we do not accept any liability whatsoever for any consequential loss or damage (including loss of earnings or profits) which may arise from any malfunction or defect of the system.

8.5 The terms and conditions given in this contract do not affect your rights under Consumer Rights, the Sale of Goods Act or Unfair Contract Terms Act.

9. FORCE MAJEURE

Midlands Protection Services (MPS) Limited shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

10. APPLICABLE LAW

This contract is governed by the laws of England and Wales, Scotland or Northern Ireland as the case may be and each party submits to the jurisdiction of the Courts thereof.

COMPLAINTS PROCEDURE

We hope that you will be pleased with any purchase you've made from us – but if there's something you're not happy with, we'd like you to tell us about it so that we can try to put matters right.

In the first instance, please call us on 0121 724 0394. If you do not wish to discuss matters over the phone, you may also contact us via the methods below;

Email: complaints@midlandsprotection.co.uk

When a complaint is received, the full details will be recorded in the Complaint Log. A response will be made to the customer within 5 working days. Where the complaint is of a more complex nature and a response will not be possible within 5 days, the customer will be contacted within 5 working days and advised of this. The customer will be given an indication of how soon a full response will be made.

Client Print:

Client Signature:

Company Print:

Company Signature: