

Between **Centra Security (hereinafter called 'the company')** (hereinafter called 'the customer')

1. The customer understands that the company is relying upon these contract limitations in determining the cost of services provided to you.
2. The company have no knowledge or information on the value of the property stored or contained at the premises and is not the insurer thereof and the installation, service or maintenance agreements do not constitute a means of insurance to the customer. The Customer acknowledges that he, she or it should effect separate insurance cover. The company also accepts no liability to third parties including but not limited to insurers and underwriters where the customer has failed to notify the company in writing of any conditions which may apply to their third party agreements or policies.
3. The company cannot be held liable for any losses and/or damages incidental or consequential sustained by the customer, its employees, agents or any other person whether foreseeable or unforeseeable arising out the equipment design, performance, malfunction, defect or failure. The customer will also indemnify and hold harmless the company for any claims by third parties. This exclusion covers not just the company but its agents or sub- contractors for damages, losses and expenses (including legal fees).
4. The installation of the system and provision of a support package does not guarantee that you will not be the victim of crime and will not suffer loss or damage to any property. We therefore do not guarantee that you will not suffer such losses or that the system will prevent such loss or damage or that it will not be circumvented, bypassed or disabled. We therefore cannot accept liability for any loss in trading or profits, internal expenses or consequential loss incurred by you following any unlawful act of entry or otherwise of any person or persons in or on the premises.
5. The company will use its best endeavour to service or maintain the equipment at agreed intervals but shall not be liable for any direct loss or for any customers loss of profits, loss of business or other consequential loss caused by the company's delay in servicing or maintaining the equipment.
6. The customer or anyone else shall not interfere with, adjust, service or attempt to repair or reset the equipment unless agreed in writing beforehand as this shall invalidate warranties and may impair the systems(s) performance.
7. The company shall be entitled to assign any rights under this agreement and to perform any of it's obligations through approved sub – contractors.
8. You need to notify us immediately of any change in the layout of your premises, as this may affect the effectiveness of the equipment.
9. Limitation period and warranty. Any claim for liability for direct physical damage to your premises or their contents will only be considered if reported within 30 (thirty) days of the alleged act, omission or occurrence. Our maximum total liability for any loss or damage, including all costs and expenses, under or connection with the Order and these Terms & Conditions is limited to £20,000.00
10. Disputes: In the very unlikely event of a serious dispute. Both parties shall attempt to resolve by fair & reasonable negotiation and mediation. If the parties are still unable to reach agreement after 30 days an impartial mediator agreed by both parties will be appointed to help reach such satisfactory conclusion for both parties.
11. The company will have no liability for any loss suffered by the customer as a result of failure of an alarm transmission not being received at the Alarm Receiving Centre, if this is due to the fault of BT or other communications provider.
12. Force Majeure: The company shall not be held liable for Force Majeure to include road traffic, accidents or unforeseen delays such as sickness, fire, civil or military commotion, Industrial disputes, explosion, acts of god, sabotage, embargo, impossibility or delay in obtaining goods or spares which may delay or hinder our obligations.
13. Product and service warranty conditions :
 - a) The product has not been abused, damaged, misused, or improperly maintained, repaired, and/or modified.
 - b) Such defect has not been caused by ordinary wear and tear or improper storage.
 - c) Such defect is not a result of voltage surges / brownouts, lightning, water damage, fire, or similar phenomena.
 - d) Accessories used on the system are as specified by the company.
 - e) The product has been properly installed and maintained correctly by trained and certified personnel.
 - f) Defective Hardware should be returned and will be shipped to our supplier for further investigation.
 - g) The company recommends field product maintenance as essential to this systems overall performance.
 - h) This warranty shall not extend or apply to repairs or replacements by any cause beyond the control of the company.
 - i) If the equipment has been resold by the customer to a third party within the product warranty period the customer should advise the company in writing the company would need to authorise the continued warranty.
 - j) The Company charges a minimum 25% restocking fee. Special order items are not returnable.
 - k) **The Company's liability (both in contract & tort)** in respect of defects in the goods shall be limited to the replacement of faulty items or material, or the issue of credit notes in respect thereof.
14. By accepting this agreement you authorise us to access the programming of your system remotely by secure internet, telephone or wireless connection and allow us to test, inspect and carry out **on-line maintenance (hereinafter referred to as a 'Remote Inspection') and to test and effect repair of your systems by altering programming subject to your authorisation (hereinafter referred to as 'Remote Services')**.
15. Unless otherwise agreed in writing, the work does not include additional work such as redecoration, carpet laying or building work, although we will take all reasonable care of your premises. Additional charges may be made if our engineers are not provided with access to doors, shutters, windows or any other areas where cables and equipment needs to be maintained, inspected or replaced.
16. The customer shall advise the company of the existence of concealed pipes, wires and cables of water, gas, electricity, telephone or other services affecting the Installation Site and shall confirm the location of such services in writing to company technician before work commences. In the absence of such notice, the company accepts no liability for damage to such services or any loss damage or injury whatsoever incurred or sustained in consequence thereof as customer shall indemnify the company against any claim whatsoever.
17. The customer must advise the company in writing prior to installation if there are any restrictions or areas of concern for drilling, cutting, or working on, doors, windows ceiling or walls or areas where cable or hardware cannot be located or where the fabric of the building must not be touched or tampered otherwise the company can only assume that there are no such restrictions during the course of the installation.
18. The company reserves the right, where genuine doubts arise as to the customer's financial position or in the case of failure to pay any or all of the Service(s) or to suspend any work being carried out by the company in connection with the service(s) until full payment has been received
19. The customer shall not approach the company workers for any direct or non-direct work (through third parties) without the companies permission. Any communication, verbal or otherwise, about employment, hours, wages, jobs or additional work of this nature directly with the companies workforce are strictly forbidden.
20. The company do not include mobile elevating work platforms (MEWPs) or scaffold for working at heights in their quotations or site callouts this will always be at extra cost to the client if needed.
21. Agreement shall be subject to and construed in accordance with English Law in English Courts