



# LOGICARE TERMS AND CONDITIONS

## 1. Definitions, etc.

- 1.1. "Applicable Standards" means those adopted by any approvals or regulatory organisation by which the Installer is for the time being recognised or any modification or replacement thereof, current at the date of this Contract.
- 1.2. "Authority" means any private or public organisation, body or association which provides response service in relation to security or alarm systems, or which is otherwise involved in the monitoring of security or alarm systems.
- 1.3. The "Maintenance Contract Period" is the period quoted in the Contract and accepted by the Customer and commences initially on the date recorded on section 5 of the contract.
- 1.4. "Corrective Maintenance" means the diagnosis and repair of faults and defects including defects discovered during Preventative Maintenance work or as a result of emergency call-out.
- 1.5. "Contract" means the contract for the maintenance of the Fire Alarm, Emergency Lighting and Fire Extinguisher and the Fire Warden Training, Fire Risk Assessment and subsequent yearly review between the Customer and Logic Fire and Security Ltd.
- 1.6. The "Customer" means any company, firm or individual or agent thereof to whom the Contract is addressed.
- 1.7. "Maintenance Contract" means the Contract between the Customer and Logic Fire and Security Ltd for the maintenance of the Fire Alarm, Emergency Lighting and Fire Extinguisher and the Fire Warden Training, Fire Risk Assessment and subsequent yearly review for the duration of the Maintenance Contract Period.
- 1.8. The "Maintenance Contract Price" is that price payable by the Customer in Section 3 of the Contract for a fixed term of 5 years.
- 1.9. "Preventive Maintenance" means inspection, testing and adjustment of the Fire Alarm, Emergency Lighting, Extinguishers and Portable Appliances to confirm satisfactory operation and to identify any faulty items or processes to the Customer.
- 1.10. The "Quotation Price" is that price accepted by the Customer in Section 3 of the Contract and is not subject to revision during the contract period.

## 2. General

- 2.1. Acceptance of the Contract includes acceptance of the following terms and conditions.
- 2.2. Nothing in these Conditions will reduce your statutory rights relating to faulty and misdescribed goods. For further information about your statutory rights you can contact your local authority Trading Standards Department or Citizens Advice Bureau.

## 3. Basis of Quotation for Maintenance

- 3.1. Maintenance work is to be done during normal working hours, i.e. Monday to Friday 9.00 a.m. to 5.30 p.m. (statutory holidays excepted). Any extension of such hours or period directly or indirectly caused by the Customer may entitle Logic Fire and Security Ltd to charge any resulting reasonable additional costs.
- 3.2. Variation or additional work, including Corrective Maintenance ordered by the Customer shall be charged on the basis of reasonable time and materials at rates and costs current at the time of such work (unless separately agreed in writing prior to the variations/additional work starting).
- 3.3. Unless otherwise specifically agreed, the Maintenance Contract Price does not include any extraneous work, making good, re-decoration, carpet laying, building or carpentry work etc.

## 4. Terms of Payment

- 4.1. If the customer has selected the monthly in advance payment schedule, the first payment will be due on the date specified in section 5 of the contract and each subsequent month for the full 60 month contract period.
- 4.2. In the event of the customer missing 3 monthly payments, the full value of the remaining Maintenance Contract Price will become due of immediate payment.
- 4.3. If the customer has selected the annual in advance payment schedule, the first payment will be due on the date specified in section 5 of the contract and each subsequent year for the full 5 year contract period.

## 5. Completion

- 5.1. Logic Fire and Security Ltd will use its best endeavours to effect completion of maintenance by the agreed timescale, but it cannot be held liable for any loss or damage resulting from delay or non-delivery due to causes beyond its control.

## 6. Liability for Loss or Damage

- 6.1. Logic Fire and Security Ltd does not know and shall not be deemed to know, the true value of the Customer's property or premises and is not the insurer thereof.
- 6.2. Apart from death or personal injury, the aggregate liability of Logic Fire and Security Ltd and its staff for any breach of contract, breach of statutory duty or negligence arising out of this contract, or presence at the Customers premises shall be limited to £5,000,000 for any kind of loss or damage whatsoever. The customer shall notify Logic Fire and Security of any claims within 30 days of the occurrence giving grounds for such claims.
- 6.3. The maintenance of the system does not represent or warrant that the Installation may not be neutralized, circumvented or otherwise rendered ineffective by the Customer, intruders or other unauthorised persons, and in such event it shall not be liable for direct or indirect loss or damage suffered by the Customer, intruders or other unauthorised persons.
- 6.4. In view of the previous sub-paragraphs 6.1 to 6.3 inclusive, the Customer acknowledges that he, she or it should effect separate insurance cover.

## 7. Logic Fire and Security's Obligations

- 7.1. In consideration of the Maintenance Contract Price specified and paid or to be paid by the Customer, Logic Fire and Security agrees to undertake the services outlined in Section 2 of the contract for the full Maintenance Contract Period, in accordance with the Applicable Standards adopted by the approvals or regulatory organisation by which the Logic Fire and Security is for the time being recognised, to the best of its ability and that such equipment used for maintenance shall be fit for the purpose intended.
- 7.2. The services detailed in section 2 of the contract relate only to the site detailed in section 1 of the contract, unless otherwise is specified in writing and agreed by both the customer and Logic Fire and Security Ltd.
- 7.3. When required, Logic Fire and Security Ltd agrees, subject to reasonable access to the site being available, to perform the number of visits detailed in section 2 of the Contract in accordance with the Applicable Standards during normal weekday working hours (except where otherwise stated), viz Monday to Friday 9.00 a.m. to 5.30 p.m., upon giving reasonable notice to the Customer of any visit for this purpose.
- 7.4. Logic Fire and Security Ltd will provide a 24 hour 7 days a week emergency call out service cover regarding the services detailed in section 2 of the contract.
- 7.5. In consideration of section 2 of the maintenance agreement, Logic Fire and Security Ltd will provide Fire Warden Training for a maximum of 2 people. Any additional Training can be provided at an additional cost.
- 7.6. In consideration of section 2 of the maintenance agreement, Logic Fire and Security Ltd will undertake a Fire Risk Assessment at the site detailed in section 1 of the Contract Maintenance Agreement
- 7.7. In consideration of section 2 of the maintenance agreement, Logic Fire and Security Ltd will carry out portable appliance testing to 50 portable appliances located within the site detailed in section 1 of the maintenance agreement; any external devices (for example, site based installation equipment.) are not included. Additional portable appliances can be tested at a charge of £1 per device which will be completed at the same time as the Logicare PAT.



## **8. Customer Obligations**

- 8.1. To pay for all necessary repairs and replacements to the Installation where they are necessary or due to the neglect of the Installer, its employees and or agents.
- 8.2. Not to permit anyone (including the Customer himself) other than Logic Fire and Security Ltd to test, adjust or reset or interfere with the Fire Alarm, Emergency Lights or Fire Extinguishers or any part thereof. In the event of a breach of this provision Logic Fire and Security Ltd shall be entitled to terminate the Maintenance Contract forthwith upon its discovery.
- 8.3. To permit the Logic Fire and Security Ltd staff and agents (and Inspectors representing any approvals or regulatory organisation by which Logic Fire and Security Ltd is for the time being recognised) from time to time to have access to the Customer's premises at all reasonable times.
- 8.4. Not to charge, pledge or otherwise deal with any of Logic Fire and Security Ltd's equipment which has not already been sold to the Customer nor part with possession of the same or remove or permit it to be removed from the Customer's premises.
- 8.5. To notify Logic Fire and Security Ltd of any proposed structural alteration to the premises or any other modification which may affect the existing Installation or system to which it may be linked. Any extension to or alteration of the Installation which may thereby become necessary shall be carried out by Logic Fire and Security Ltd at the additional expense of the Customer.
- 8.6. To notify Logic Fire and Security Ltd as soon as practical (and preferably at once) after the appearance of any defect in the Installation, and to permit the Logic Fire and Security Ltd to take such steps as it thinks fit to remedy such a defect.
- 8.7. To ensure that the external alarm bell does not cause a nuisance as defined by current Noise Pollution legislation from time to time. Arrangements must include an automatic device, limiting bell noise to 20 minutes and for two key holders to be available within this time [current legislation includes London Local Authorities Act 1991, Environmental Protection Act 1990, Control of Pollution Act 1974 Scotland, Noise and Statutory Nuisance Act 1993].

## **9. Termination of Maintenance Contract**

- 9.1. Termination of the contract by the customer before the contractual end date must be in writing and will result in a full immediate payment of the remaining balance.
- 9.2. In the event of such termination, the Customer shall thereafter be responsible for making his, her or its own arrangements in regard to any continuing services which may be required
- 9.3. Even though the Contract may be terminated Logic Fire and Security Ltd and his, her or its agents shall have the right upon reasonable notice to enter the Customer's premises (subject to obtaining prior approval from a Court of Law) to remove any equipment belonging to Logic Fire and Security Ltd and subject to reasonable disturbance only shall not be liable for any loss or damage occasioned thereby.
- 9.4. Following the termination of the contract it is the customer's responsibility to advise Logic Fire and Security Ltd on its last maintenance visit should they require the panel codes to be reset to factory default. Upon agreeing to this the integrity of the system then becomes the responsibility of the customer and Logic Fire and Security will not be held responsible for a liability should the system not be operable.
- 9.5. If after the contract is terminated, should the customer then require us to reset the panel codes to factory default then an attendance charge will be made at a cost of £199 + Vat. The same terms apply as in section 9.4.

## **10. Force Majeure**

- 10.1. Any failure by Logic fire and Security Ltd to perform any of its obligations by reason of any cause beyond the control of Logic Fire and Security Ltd shall be deemed not to be a breach of this Contract.

## **11. Right to Refer Disputes to Adjudication in Contracts which are subject to the Housing Grants, Construction and Regeneration Act 1996**

If this contract is a contract to which the Housing Grants, Construction and Regeneration Act 1996 applies then:-

- 11.1. If any dispute or difference arises out of or in connection with this contract, any party ("the referring party") may by notice given to every other party to the agreement at any time refer the said dispute or difference to adjudication to be conducted in accordance with the Adjudication Provisions of the Scheme for Construction Contracts prescribed under the Housing Grants, Construction and Regeneration Act 1996.
- 11.2. The said adjudication shall be conducted by an adjudicator appointed by agreement between the parties or in default of agreement, the referring party shall request the Centre for Dispute Resolution being a nominating body under Clause 2.1(b) of the said Scheme for these purposes to select a person to act as adjudicator.

## **12. Mediation**

- 12.1. Subject always to the right of any party at any time in a contract to which the Housing Grants, Construction and Regeneration Act 1996 applies, to refer a dispute or difference arising out of or in connection with this agreement to adjudication as above, either party may request by notice in writing, with record of posting, that the dispute be referred to mediation by a person agreed between the parties. Should the parties agree to mediation but fail to agree upon the person to mediate within seven days of such a request being made, then either party may apply to NACOSS for the appointment of a Mediator and such mediation will be conducted in accordance with guidelines for mediation published by the Academy of Experts.  
(Note: Mediation does not result in a resolution being imposed or enforceable upon any party. It aims to assist the parties in reaching a mutually agreed resolution of their dispute or differences)

## **13. Applicable Law and Category of Jurisdiction**

- 13.1. This Contract is subject to the Laws of England and Wales and the parties shall submit to the jurisdiction of the Courts thereof.