



Terms and Conditions of Sale

1. Definition

- 1.1. "Agreement" shall mean this document, related Purchase Agreements, Quotations, Specifications and any appendices and attachments hereto.
- 1.2. "C.A.M.E.R.A" shall mean C.A.M.E.R.A (Camera Alarm and Monitored Event Remote Alerting) Limited at the registered address registered address Chantry House, 22 Upperston Road, Eastbourne, East Sussex BN21 1BF.
- 1.3. "Equipment" shall mean the items required to perform a visual security monitoring function of the customers property and includes, but is not limited to:
- cameras
 - computers, routers and modems
 - power, signalling, data and telephony cabling
 - detection sensors
 - internal / external lighting
 - audible and visual warning devices
 - any other type of equipment listed in the documents applicable to this Agreement.
- 1.4. "Completion Date" shall mean the day the system is connected to the C.A.M.E.R.A Service and is accessible through the C.A.M.E.R.A Web Site 'LOGIN' page, or within seven days of the Installation where a connection would have become accessible but for the provision of some other service, facility or equipment not provided by C.A.M.E.R.A.
- 1.5. "Service" shall mean the C.A.M.E.R.A remote systems located in a secure EU based data centre, which record video from customer camera feed(s), monitor for events occurring on the customer property and send alerts to the customer.
- 1.6. "Web Site" shall mean www.camera-watch.co.uk.
- 1.7. "Installation" shall mean the installing and configuration to work, as may be agreed of the Equipment.
- 1.8. "Writing" shall mean any electronic or written communication delivered to the recipient by any timely means providing proof of receipt to the sender, and proof of authority by confirmation of password from the customer.

2. C.A.M.E.R.A's Obligations

C.A.M.E.R.A undertakes under the terms of this Agreement:

- 2.1. Installation To perform the Installation within a reasonable period of time, after acceptance of the quotation by the customer, or as may be agreed in Writing.
- 2.2. Recording To make and secure continuous video recordings of the customer camera feed(s) and keep for a minimum of 14 days before being permanently deleted, or as may otherwise be agreed in Writing.
- 2.3. Alerts and Events To alert the customer to events occurring on the customer property by SMS test message and concurrently sending pictures of the events by email, or as may otherwise be agreed in Writing.
- 2.4. Configuration To configure and monitor C.A.M.E.R.A system parameters over a period of time to determine the most appropriate motion / trigger profiles to reduce the number of illegitimate alerts, including but not limited to:
- motion sensor, object detect / reject, mask and hot spots, trigger groups;
 - timers, including make and break times;
 - sensitivity, including size and contrast.
- 2.5. Support To assist the customer with configuration of personal equipment to facilitate access to the Service, including Mobile / Smart phones and Tablets.
- 2.6. Web Site To provide access to the Web Site permitting the customer access to the Service to access recordings of alerts and events at any time.
- 2.7. Confidentiality To use all reasonable efforts to keep confidential and secure any information relating to the identity and location of customer property, the Equipment and its operation and use, including usernames and passwords, configurations and specifications.
- 2.8. Service Interruption To promptly inform the customer to any interruption to the normal operation of the Service within C.A.M.E.R.A control, to make all reasonable efforts to return it to normal operation at the earliest opportunity and to advise the customer immediately upon normal operation of the Service having been resumed.



3. Customer's Obligations

The Customer undertakes under the terms of this Agreement:

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| 3.1. | Expectation | To contain its expectation of the performance of the System only to the level contained in this Agreement. |
| 3.2. | Consent to Access | To permit unhindered access to the premises during Installation and Service to the employees or servants of C.A.M.E.R.A with or without vehicles as may be at any reasonable time. |
| 3.3. | Elevating to Equipment | To provide or bear the cost of providing any specialist ladders, scaffolding, elevators or other lifting equipment that may be necessary to access the Equipment during Installation or Service. |
| 3.4. | Making Good | To bear the cost of any breakages or redecoration of the premises made necessary by Installation of, or alteration to, the Equipment. |
| 3.5. | Structural Alterations | To notify C.A.M.E.R.A in writing of any changes in the Premise likely to affect the performance, effectiveness or reliability of the Equipment not less than fourteen day prior to the alternation taking place. |
| 3.6. | Payment | To pay all Installation charges within seven days of the Completion Date, to pay all monthly subscription charges by Direct Debit, due to the Installation, use or activation of the Equipment. |
| 3.7. | Risk | To assume all risk in the Equipment upon delivery to the Premises. |
| 3.8. | Equipment Integrity | To accept overall responsibility for the integrity of the Equipment, in that the customer alone is accountable for the integrity of the servants or agents of the customer and for the distribution of secure information relating to the Premises, including, but not limited to passwords, keys, identity of key holders or any operational information having a bearing on the security of the Premises. |
| 3.9. | Equipment Interference | To ensure that no person other than an authorised representative of C.A.M.E.R.A may have access to or interfere with the Equipment for the purposes of Equipment test, maintenance, repair, adjustment or alteration. |
| 3.10. | Email address | To provide C.A.M.E.R.A with a least one, to a maximum of ten, email addresses to which pictures of detected events will be sent to the customer. |
| 3.11. | Text address | To provide C.A.M.E.R.A with a least one, to a maximum of three, mobile phone numbers to which SMS text alerts of detected events will be sent to the customer, where this is required by the customer. |
| 3.12. | Broadband | To ensure that a reliable Broadband service and connection to the internet, of the required minimum capacity and usage limit (as may be advised by C.A.M.E.R.A during the site survey), is available in advance of Installation of Equipment and subsequently for the entire period of this Agreement. |

4. Warranty

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| 4.1. | Workmanship & Goods | In respect of the workmanship and goods supplied under this Agreement, C.A.M.E.R.A shall extend to the customer all manufacturer and contractor warranty to supply labour or material to remedy any defect in workmanship or material. |
| 4.2. | Proper Use | This Warranty is contingent upon the proper use of the Equipment and does not apply to damage or lack of performance caused by misuse, negligence, tampering, alteration, failure to follow manufacturers or C.A.M.E.R.A instructions by the customer or damage caused by normal wear and tear, insurable event, failure of power, communication or from incorrect implementation or interpretation of advice given by C.A.M.E.R.A. |
| 4.3. | Events | C.A.M.E.R.A is unable to guarantee each and only legitimate alerts of genuine events that warrant it (such as of an intruder) without false triggers due to, but not limited to: <ul style="list-style-type: none">▪ pedestrians, traffic or tree movements;▪ snow, fog and heavy rain;▪ clouds moving fast across the sun;▪ animals and pets. |

5. Payment Prices

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| 5.1. | Timely Payment | Payment of all invoice rendered under this Agreement shall become due and payable within seven days of Completion Date. Without prejudice to any other remedy C.A.M.E.R.A may have, all invoices unpaid by the customer within seven days shall remain payable by the customer together with interest at 5% above the Bank of England base rate per month compound from the due date. |
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- 5.2. Title Title to the Equipment shall vest in C.A.M.E.R.A and shall not pass to the customer until all sums due under this Agreement at the Completion Date have been paid in full. Title to all the Equipment shall vest in C.A.M.E.R.A and no partial transfer of title in the Equipment shall pass to the customer in the event of partial payment of sums due to C.A.M.E.R.A under this Agreement. Until all amounts due under this Agreement at the Completion Date are made, the customer has possession of the Equipment only as bailee for C.A.M.E.R.A and shall not use, deal, dispose of or damage the Equipment in any way until such amounts due are paid in full.
- 5.3. Repossession C.A.M.E.R.A reserves the right to repossess the Equipment in respect of which payment is overdue and to this end the customer grants C.A.M.E.R.A, its servants or agents an irrevocable right and licence to enter upon the Premises with or without a motor vehicle during normal business hours. This right shall survive the termination of this Agreement for any reason and is with our prejudice to any accrued right of C.A.M.E.R.A under this Agreement or otherwise. customer agrees to indemnify C.A.M.E.R.A against any physical damage as may be necessarily or accidentally incurred in the removal of the Equipment during repossession and further indemnifies C.A.M.E.R.A as provided for in clause 6.6 below.
- 5.4. Prices The prices applicable hereunder are those prevailing at the date of this Agreement. C.A.M.E.R.A may change its prices at any time and apply them in any remaining charges made under this contract.

6. Limitation of Liability and Indemnity.

The provisions of this section 6 do not affect the statutory rights of the customer.

- 6.1. General The customer agrees that C.A.M.E.R.A has no particular knowledge of the nature and value of customer property for which the Equipment has been proposed to monitor or the nature of the risks, to which the property may or will be exposed. The Equipment proposed is intended only to reduce the risks, loss or damage to property and/or injury to persons in or near the property to the extent that this is reasonable practical by the use of such Equipment. No undertaking is given or implied that the Equipment cannot be circumvented or compromised or that the Equipment will prevent any loss, damage or injury. Since the potential losses or damage the customer might suffer is likely to be disproportionate to the sums that could reasonably be charged under this Agreement, and the customer should know the likely extent of such losses, the customer shall insure against all likely risks. Accordingly, C.A.M.E.R.A limits its liability to that in this section 6 which sets out the entire liability of C.A.M.E.R.A including liability for negligence.
- 6.2. Liability C.A.M.E.R.A shall not be liable to the customer for defects in the Equipment caused by acts, neglect or fault of the customer or any third party.
- 6.3. Indemnities Any claims submitted by the customer in Writing for death or direct physical injury of persons caused by defect in the Equipment or by the proven negligence of C.A.M.E.R.A, its employees, servants or agents in the performance of their duties under this Agreement. The customer shall indemnify C.A.M.E.R.A, its employees and agents at all times in respect of the obligations of C.A.M.E.R.A hereunder, except only as C.A.M.E.R.A may be liable under this section 6.
- 6.4. Limitation of Liability C.A.M.E.R.A shall indemnify the customer for direct damage to property caused by defects in the Equipment or the negligence of C.A.M.E.R.A employees in connection with the performance of their duties under this Agreement. However, the liability under this section 6.4 shall be limited to **the value of the Agreement** in sterling in respect of any one event or series of connected events. C.A.M.E.R.A agrees to negotiate with the customer any other limit subject to the availability of suitable insurance and the acceptability to the customer of different prices and rates and to modify this Agreement accordingly.
- 6.5. Claims The customer shall notify C.A.M.E.R.A in Writing of any claim under section 6.3 within three months and any claim under section 6.2 within one month of the alleged act, omission or occurrence.
- 6.6. Exclusions C.A.M.E.R.A will not be liable for any loss of business, profits or any consequential loss incurred by the customer as a result of:
- any act of unlawful entry, damage or otherwise to customer property by any person or persons;
 - any failure of the Service, to alert the customer to events occurring on customer property monitored by the Equipment;



- any breach in the customers own security protocol in that the customer is unable to control unauthorised access of the Service, or misuse of passwords;
- any delay in the Installation of the Equipment, its effective connection, or maintenance and repair;
- the customer or persons acting as agents of the customer causing Police or Fire Authority attendance to the customers property for whatever reason, whether monitored by the Equipment or not.

7. Termination

The termination of this Agreement shall not prejudice the rights of C.A.M.E.R.A with respect to the provisions of Section 5. Above which shall remain in full force and effect until all sums due are paid to C.A.M.E.R.A in full. Either party may terminate this Agreement as follows:

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| 7.1. | Notice | The customer may terminate this Agreement by giving C.A.M.E.R.A three months' notice in Writing of its intent to do so. Termination will not be deemed to be complete until all the Customers obligations under this Agreement have been met in full. |
| 7.2. | Breach of Agreement | C.A.M.E.R.A may immediately terminate this Agreement, in the event of any breach of the Agreement, by the Customer remaining un-remedied or any sums remaining overdue to C.A.M.E.R.A more than thirty days after the due date of payment, without prejudice to any other rights C.A.M.E.R.A may have in this Agreement or otherwise. |

8. General

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| 8.1. | Sole Agreement | This is the sole Agreement between the parties and supersedes any other. |
| 8.2. | Force Majeure | Any failure by either party to perform their obligation for reasons outside their control shall not be deemed a breach of this Agreement. However, the obligations shall resume when the cause of the force Majeure ceases its particular effect. |
| 8.3. | Jurisdiction | This Agreement shall be construed under English Law. |
| 8.4. | Improvements | C.A.M.E.R.A may alter the specification of any component and in the event of any failure may use any suitable alternative equipment for replacement |
| 8.5. | Assignment | This Agreement may not be assigned by either party without the others consent except that C.A.M.E.R.A reserves the right to appoint subcontractors to perform any work under this Agreement as may be. |
| 8.6. | Notices | Any notice under this Agreement shall be in Writing and sent to the last known address of either party. |
| 8.7. | Health and Safety | The customer shall comply with prevailing legislation regarding the Health and Safety of C.A.M.E.R.A personnel whilst on the Premises. |
| 8.8. | Headings | All headings, clause number and such are for convenience and have no further meanings. |

End of Agreement