

**GENERAL
TERMS AND CONDITIONS**

1. Definitions

"The Company" means De-Jay Royale

"The Customer" means the person, firm, company or body who owns the System

"The System" means the equipment or components installed by the Company

"The Contract" means the contract by which the Company undertakes to maintain and/or monitor and where appropriate the repair, replace, alter and or add to the System and to which these terms and conditions apply

"The Premises" means the premises of the customer where the System is installed

"Special Instructions" means such written instructions as may be inserted in this Agreement in the space provided by the parties hereto

2. Commencement and Duration

2.1 The contract shall come into force on the commencement date and shall remain in force for the minimum term of one year and thereafter from year to year until termination by either party giving to the other not less than one month's notice in writing of such termination in relation to the maintenance service and three month's notice in writing of such termination in relation to the monitoring service

2.2 Upon the occurrence of any of the following events the Contract shall automatically and without notice terminate:

- (i) if the apparatus or equipment used for the transmission of alarm signals is destroyed or so substantially damaged by fire or other catastrophe the Company is reasonably unable to continue its service where such connection is to a central station of the company; or
- (ii) the death of the Customer; or
- (iii) any process of execution, distress or seizure shall be levied on or due against any of the Customer's real or personal property; or
- (iv) if the Customer being a company shall pass a resolution for voluntary winding-up or shall have a petition for winding-up presented against it or if a Receiver shall be appointed over its assets or undertaking or any part thereof or if it stops payments; or
- (v) if any fee or charge payable by the Customer to the Company under this or any other agreement is in arrears for 30 days after the day on which it is due to be paid; or
- (vi) The Customers non observance or non performance of any of its obligations hereunder; or
- (vii) If the Company shall be unable to retain the connections or privileges necessary for the transmission of alarm signals and in this case the Company shall not be under any liability to the Customer by reason of any such termination.

2.3 The termination of the Contract howsoever caused shall be without prejudice to any antecedent rights the customer shall forthwith pay the Company the balance of any fees owing and subject to any such antecedent rights and the following sub paragraph no other sums shall be payable or repayable by either party to the other on such occurrence.

2.4 If this Agreement either terminates or is terminated upon the occurrence of any of the events specified in paragraph 2.2 above the Customer shall forthwith pay to the Company the total Maintenance Charges and/or Monitoring Charges which would have been payable had the Contract continued to the earliest date on which the Customer could have terminated the Contract.

3 Maintenance Service

3.1 The Company undertakes to maintain the System. This maintenance will be effected by:

- (i) the carrying out of 2 system inspections at the intervals advised in the recommendations of The Irish Standard Specification for Intruder Alarms IS 199. The system inspections shall either be by attendance at the installation address or remotely by telephone at the discretion of the Company; and
- (ii) by calls to the premises at the Customer's request. The Company is not responsible for the inspection or maintenance of any equipment not comprised in the System.

3.2 The Maintenance Charge shall not include the price of any renewed or replacement parts, wires or batteries except for the first twelve months from the completion of the installation of the System for which period the Company will bear the cost thereof unless such replacement is necessitated by the act, default or neglect of the Customer. Labour charges under the maintenance service are free during standard working hours and any interventions requested by the Customer outside standard working hours or warranty work over-run into non standard hours will be charged at the prevailing and appropriate rate.

3.3 The Company shall be entitled to charge for all attendances at the Premises in response to a request from the Customer and or any work required to be carried out by the Company for the purposes of the Contract. This charge shall be based on the cost of labour (including travelling time) and the price of goods supplied.

4 Monitoring Service

4.1 The Company shall, in respect of the Premises, maintain watch upon the signal receiver in the central station at all times during the contract period.

4.2 The Company shall receive a test call from the Premises at such intervals and at such times as may be mutually agreed.

4.3 The Company shall act with reference to any Special Instructions in respect of the Premises which may be specified in this agreement.

4.4 The Company reserves the right to make any changes to the monitoring service which are required to conform with any applicable safety or other statutory requirement or the requirements of An Garda Síochaná, any relevant Fire Authority or Health Board or an accredited standards authority or Private Security Authority or similar entity.

4.5 In respect of the monitoring service the Customer shall be responsible to the Company for ensuring the accuracy of any Special Instructions and Keyholder details.

4.6 In the event of the Alarm system activating accidentally the Customer is responsible for notifying the Company immediately by telephone.

4.7 The Customer is responsible for any charge made by An Garda Síochaná, a Fire Authority, Health Board or other provider of an emergency service on the grounds that the operation of the Monitoring Service resulted in the provision of services or the attendance of such persons at the Premises.

5 Fees, Charges and Payment

5.1 All payments, unless otherwise specified, shall be due within 30 days from date of invoice. Interest shall be payable on overdue payments at the rate of 1.5% per month to run from the due date for payment thereof until receipt by the Company of the full amount whether or not after judgement.

5.2 The Company may, from time to time, increase or reduce the fees and charges payable by the Customer by giving not less than 14 days notice of such to the Customer. The Customer shall pay, in addition to the applicable fees and charges, the appropriate amount from time to time of Value Added Tax thereon.

5.3 Such fees and charges will be invoiced at times determined by the Company.

5.4 The Company reserves the right to charge for any work done by the Company which is attributable to the Customers failure to perform its obligations under this contract.

5.5 The Company may, from time to time, require security for or advance payment of any fees and charges payable or to be payable by a Customer in respect of services under the Contract. If the Customer fails to comply with this condition by the day the advance payment or security is due, the Company may, without further notice, withdraw the service provided under the contract from the Customer.

5.6 If at any time payments due from the Customer to the Company are in arrears the Company, upon giving written notice to the Customer, shall not be bound to perform any of its obligations hereunder.

6 Liability

6.1 The Company is not an Insurer of the Premises, the Property or the Persons thereon which the System is called to protect. The Company's charges are not related to the value of the Premises or the property in or on the Premises which the Customer alone is ascertain. The Customer is accordingly advised to keep comprehensively insured against all risks such premises and property

6.2 If any defect in the quality, nature or condition of components materials and or parts supplied hereunder or if failure of such goods to comply with the Company's Specification and / or description shall be discovered within one year of the date when such goods were supplied by the Company, the Company shall repair and replace any such goods found to be defective by reason of faulty material or workmanship provided that

- (i) The System has been properly used, maintained & operated by the Customer in accordance with any instructions given by the Company to the Customer in the use of the System and in accordance with accepted practices generally; and
- (ii) The Customer has notified the Company by telephone (confirming such notification by letter) of the discovery of any such defect or failure.

6.3 The Customer therefore agrees and confirms that the Company shall not, whether for negligence, breach of contract or otherwise be liable for any loss or damage to the Premises or property therein or thereon caused by burglary, breaking and or entering, theft, robbery, malicious damage, riot or commotion or any unauthorised entry by reason of a failure of the System (or any part thereof) to operate at all or to operate correctly by reason of any inadequacy in the design, installation or maintenance of the System (or any part thereof) or by reason of any failure of the System (or any part thereof) as installed to correspond with its description or by reason of any failure to transmit signals between the Premises and the Control Monitoring Station however caused.

6.4 If notwithstanding the above there should arise any liability on the part of the Company whether for negligence, breach of contract or otherwise such liability shall under no circumstances whatever exceed €10,000 (except in the circumstances defined in the following sub paragraph)

6.5 If the Customer wishes to increase the maximum amount of the Company's limit of liability specified in the preceding sub paragraph the Customer may as a matter of right obtain from the Company a higher limit to be agreed with the Company upon payment of such additional amount as the Company shall require to obtain the appropriate insurance cover for such additional liability for the period of the Contract. The Customer will in such case disclose such information as the Company's insurers will require.

6.6 The Company shall not be liable in any circumstances whatsoever (whether for negligence, breach of contract or otherwise) be liable for any indirect or consequential loss, damage or injury.

6.7 The Company shall not be liable in respect of personal injury & or death to the Customer even if a breach of Contract is established unless it is proved that the personal injury & or death was due to the negligence of the Company, its servants or agents.

6.8 The Customer undertakes:

- (i) To give written notice forthwith to the Company of any occurrence which might give rise to a claim by the Customer;
- (ii) To give to the Company in writing full details of such occurrence as soon as the same can be reasonably ascertained;
- (iii) To allow the Company & the Company's Insurers every facility to investigate such occurrence. Failure of the Customer to comply with these undertakings shall absolve the Company from any liability in connection with such occurrence (but without prejudice) to any right of the Company in relation to any breach by the Customer of any such undertakings;
- (iv) The Company shall not be liable for the cost of any redecoration or reinstatement or for damage to or the cost of relaying carpets or other floor coverings or for any breakage or other damage arising from the installation, alteration, maintenance or inspection of the System or any part thereof, or of Additional Works unless it is proved that the same arose from the negligence of the Company, its servants or agents & that the same was reasonably avoidable.

6.9 The Company shall not be liable to the Customer or deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of the obligations of the Company in relation to the services provided under the contract if the delay or failure is due to any cause beyond the reasonable control of the Company. Without prejudice to the generality of the foregoing, the following shall be regarded as beyond the reasonable control of the Company:

- (i) Act of God, explosion, flood, tempest, fire or accident;
- (ii) War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- (iii) Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, electricity or telecommunications provider, An Garda Síochaná, any Fire Authority, Health Board or an accredited standards authority;
- (iv) Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of any third party).

6.10 Any amendment, alteration or revocation of the Special Instructions including details of the Keyholders must be made by notification to the Company in writing within 10 business days (not including Saturday, Sunday nor a bank holiday) in advance of the changes taking effect. If the Company receives only oral notice of any amendment, alteration or revocation no liability whatsoever is accepted for any resulting error in the Special Instructions or identity of the keyholders.

7 **Customer Obligations**

- 7.1 Provide a supply of electricity for the System at all times at own expense.
- 7.2 Afford to the company, its servants and agents full and free access to the Premises at all reasonable times to enable the Company perform its responsibilities hereunder.
- 7.3 Obtain and pay for all necessary licences consents and permission for the installation and operation of the System.
- 7.4 Not adjust, reset, test, repair, alter or interfere with the System in any way whatsoever for any such purpose or otherwise.
- 7.5 Use and operate the System with reasonable care and in such manner as to preserve the proper and efficient working thereof.
- 7.6 Notify the Company by telephone (confirming such notification by letter) of any defect appearing in the system or of any repairs that appear to be necessary and permit the Company to take such steps as the Company thinks necessary to remedy any such defect or make any such repair.
- 7.7 Forthwith notify the Company by telephone (confirming such notification by letter) of any proposed structural alteration to the Premises or of any modification in the telephone installation affecting the system or in the case of space alarms of any alteration to the structure or the layout or to the fittings of the premises or of major movements of contents including stock.
- 7.8 Pay for the cost of any work required to be carried out to the system due to damage by fire, storm, tempest, break-in, attempted break-in, accident, misuse, mistreatment or neglect of the system.
- 7.9 Notify the Company in writing if the system requires resetting.

8 **Data Protection**

- 8.1 The Company may keep personal data regarding the Customer primarily for the purpose of providing the services to the Customer as set out in this agreement. Any and all such personal data shall be kept by the Company in accordance with the Data Protection Act, 1988 and the European Communities (Data Protection) Regulations, 2001 (or any amendment or replacement thereof). In providing the services set out in this agreement, the Company may be required to disclose personal data of the Customer (or the personal data of any third party named by the subscriber and contained in the Special Instructions and in relation to which the Customer warrants that he/she has procured the consent of that third party to the use of that third party's personal data by the Company in accordance with this agreement) including but not limited to An Garda Síochána and other emergency services. In addition, personal data may be disclosed to related companies of the Company and/or its sub-contractors, if any. The Customer hereby unconditionally, unambiguously and irrevocably consents to any present or future use, transfer or disclosure howsoever arising of the personal data for any and all of the herein stated purposes.

9 **General**

- 9.1 Any records and documents (including information in any form) of the Company in relation to the services under the contract may be created, recorded, stored, maintained, transmitted, reproduced and communicated by any electronic, photographic, computerised or other process.
- 9.2 Where in pursuance of clause 9.1 such records or documents are created, recorded, stored, maintained, transmitted, reproduced and communicated by any electronic, photographic, computerised or other process, a document or record produced by any such process shall be admissible in evidence in any Court, tribunal or other forum.
- 9.3 The Customer warrants and undertakes to the Company that he is the owner of the Premises in respect of which the services provided under this agreement are provided or that he/she is authorised to permit the Company, if necessary, to attach the System to such Premises and to carry out the monitoring and/or facilitate the maintenance of the System. Furthermore, the Customer undertakes to indemnify and hold harmless the Company against any loss or damage the Company suffers as a result of a breach by the customer of this warranty and any related third party actions.
- 9.4 The Company shall be entitled to assign or sub-contract all or any of its obligations hereunder. It is not intended that any assignment or sub-contract would reduce the Customers entitlements under the Contract. The Customer shall not assign, sub-contract or otherwise dispose of the contract or any part thereof of any benefit hereunder without the prior consent in writing of the Company.
- 9.5 Any notice or account sent to the Customer by ordinary post shall be deemed to have been received by him/her on the day that is the second postal day after the day of such posting.
- 9.6 Any Invoice which may be rendered by the Company under the contract shall (without limiting the matter in which the Company may render such invoice) be deemed to have been duly rendered to a Customer if a copy of the Invoice is left at the installation address or is sent to the Customer by ordinary post to the installation address or at any other address notified by or agreed with the Customer or at any other address deemed by the Company to be reasonable in the circumstances.
- 9.7 Any notice required or permitted to be given by the Customer to the Company under these conditions shall be in writing addressed to the Company at Millbank House, Millbank, Laraghon, Lucan, Co. Dublin or such other address as may at the relevant time have been notified to the Customer for that purpose.
- 9.8 If any provision of the conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the conditions and the remainder of the provision in question shall not be affected thereby.
- 9.9 The contract shall be governed by and construed in accordance with Irish Law and any dispute hereunder shall be subject to the exclusive jurisdiction of the Irish Courts.