

PROTEC FIRE DETECTION PLC TERMS AND CONDITIONS OF SERVICE AND MAINTENANCE

These terms relate specifically to our Service and Maintenance Contracts for fire detection and associated systems, technical support service and out of hours emergency services which are in addition to Protec Fire Detection PLC Conditions of Sale. For full details of Protec Fire Detection PLC terms and conditions please refer to <http://www.protec.co.uk/terms/>

1. ASSUMPTIONS

- 1.1 Standard working hours are based on work being carried out from 08:30 to 17:00 Monday to Friday except for Public Holidays.
- 1.2 Are based on having continuous, uninterrupted, and unhindered access to the required equipment, facilities, and areas where the work is to be carried out.
- 1.3 This agreement does not cover extraneous work, patching/painting, carpet lifting or refitting, building work or decoration.
- 1.4 Any required permits must have been arranged in advance of the Supplier's attendance, any delays or cancelled visits due to permits not being arranged the Supplier reserves the right to charge on a time and expenses basis.
- 1.5 The Supplier's Service and Maintenance Quotation is based upon servicing work being carried out on a continuous and uninterrupted basis, in accordance with the Supplier's servicing schedule, with the Supplier's engineers having free access to all necessary areas of the site. Where an escort is required, this will be provided by the Client at no cost to the Supplier and progress shall not be hampered awaiting attendance of such an escort or access to any area.
- 1.6 Access to any restricted areas must be arranged in advance of the Supplier's engineers visit i.e. lift shafts, high voltage switch rooms, plant rooms. If a second person or third party is required this must be provided by the Client.
- 1.7 All additional costs arising from 1.1, 1.2, 1.3, 1.4 or 1.5 above or any alteration to the specifications required by the Client including any interruption or delays by the Client, its employees, agents, or other trades during the course of work performed may result in additional charges by the Supplier including the reasonable costs of delay.
- 1.8 Any variations to the Services required by the Client must be agreed in writing by both parties and will be priced in accordance with the Supplier's standard rates and additionally shall include an amount for any administration and management by the Supplier.
- 1.9 Reactive call-outs will be charged in accordance with the Supplier's standard rates
- 1.10 Additional costs for access equipment (other than standard issue ladders) to be provided by others.
- 1.11 Removal and reinstatement of floor and ceiling tiles or any building works (where required) to be provided by others.
- 1.12 Throughout the term of the Service and Maintenance Agreement the Client shall only permit the Supplier's personnel to service maintain and/or repair the Installed System.

- 1.13 To be compliant to the BS5839 recommendation the Supplier's standard response time within 8 hours from the time the call is placed. The Supplier does however aim for a 4-hour response for any urgent calls for standard geographical areas (excluding remote location such as Scottish Highlands). These attendance times are subject to no adverse weather conditions or traffic congestion outside of the Supplier's control and as such any financial or KPI penalties should not be applied.
- 1.14 All the Supplier's engineers will be trained and have the industry standard H&S training cards, if any bespoke H&S training cards, inductions or training course are required to allow the Supplier's engineers to complete the agreed works then any additional costs and administration costs will be invoiced at the Supplier's standard rates.
- 1.15 Any pre-booked or scheduled visits that are aborted due to no access then any costs incurred will be invoiced at the Supplier's standard rates.
- 1.16 Any specific Client requirement for the Supplier to manage the works via a portal or Client management system is not included. The Supplier will endeavor to meet such requirements where possible, the cost of which would be subject to agreement with the Client.
- 1.17 The system should be in a normal condition and free from faults and disablements. Any system faults or disablements may prevent the Supplier's engineers from completing the agreed works. Any additional labour caused as a result of the system faults will be invoiced accordingly at the Supplier's standard rates.
- 1.18 It is a condition of this agreement that the Client is responsible for providing safe access to the premises for the Suppliers personnel at all times. If it is found that there is any potential risk such as dangerous conditions, asbestos, the premises are unsafe, there are signs of syringes / drug abuse, there is confrontation or abuse by residents etc. the Suppliers engineer will not be able to carry out the Works and will leave the premises immediately. The Supplier will inform the Client accordingly. The Supplier will invoice for the works completed and the Client must take the appropriate actions to ensure that the premises are safe for the Supplier to return. Any additional costs as a result of such revisits will be charged by the Supplier at its standard rates.

2. ASSUMPTIONS

- 2.1 All routine tests carried out in accordance with the Suppliers' recommended procedures and in accordance with the Suppliers relevant method statements.
- 2.2 Confirmation and testing of plant shutdowns and/or ancillary functions controlled by the system must be pre-arranged by the Client as shutdowns may affect the operation of the building and require third party companies to reset the plant etc. where arrangements have not been arranged by the Client, the Supplier will electronically or physically isolate the shutdowns according to the available system documentation provided by the Client whilst works are being completed.
- 2.3 Full live Cause & Effect Testing is not included as part of the standard service and maintenance contract. The Supplier will conduct live random tests; however, should a full cause and effect test be required this would need to be separately quoted.
- 2.4 A sounder or voice evacuation test may also be provided. The testing of any voice evacuation system is limited to equipment with a direct connection to the Suppliers fire alarm system covered by this Contract.
- 2.5 Graphical Head Ends – a random sample will be tested on each visit to ensure the software is functioning correctly and device text/location are as reported on the fire alarm panel.
- 2.6 If any maintenance or service visit reveals the need to supply and fit any additional or new parts the costs associated with this will be charged to the Client by the Supplier as an extra to the contract at current standard prices.
- 2.7 The Supplier is not responsible for any faults or defects in the existing electrical wiring installation.
- 2.8 Unless specifically stated pipework preventive maintenance, cleaning or replacement filters of any Aspirating smoke detection systems is not included as standard. Any filters, inline filters and additional labour will be charged at the Supplier's standard agreed rates.

- 2.9 Each Planned Preventative Maintenance visit will be aimed to be completed on the scheduled month, however during peak times, adverse weather conditions and circumstances outside of the Supplier's control the Planned Preventative Maintenance visit may be completed the month prior or post the scheduled month.
- 2.10 The Supplier can provide preventive maintenance on obsolete systems, however in such circumstances the Supplier cannot be held responsible for any system failures during or as a result of the Supplier's works. In the event of any such system failures the Supplier will provide a quote where possible for a backwards compatible alternative part or equipment exchange.
- 2.11 The Supplier will complete the routine testing of the aspirating systems in accordance with BS5839-1. As part of the testing sample points should be fully accessible to our engineers. Dedicated sampling pipe test points can be used for testing however, this does not confirm that each sample point is clear and fully operational. The Supplier therefore requires safe access at least once a year to test all sample points. If safe access cannot be provided the Supplier is responsible only to confirm operation from the sample points accessible / test points and not the complete system. The cost of any specialist plant or access to inaccessible sample points is excluded from this Agreement.
- 2.12 The Supplier is not responsible to undertake the first Planned Preventative Maintenance service visit for a new contract or renewal until at least 28 days after an approved Credit Account has been set up by the Supplier or following 28 days from when payment in full has been received.
- 2.13 Any late renewal of the Service and Maintenance Contract by the Client may affect and/or delay any scheduled planned Preventative Maintenance visits by the Supplier. The Supplier is not responsible for the costs or otherwise of such affects and/or delay.
- 2.14 The asset detailed with in the Service and Maintenance Contract will be maintained to the relevant standards, any addition equipment added after the contract commenced will be excluded. This will be reviewed by the Supplier during the term of the Contract and on each anniversary of the Contract The contract premium being amended accordingly.

3. REACTIVE MAINTENANCE

- 3.1 Where a system has not been maintained by the Supplier, and/or may have been altered by others, or where there is limited information on the system specification, cause and effects, or as installed/amended/ updated records/ drawings have not been provided, the Supplier cannot be held responsible for any failures, additional works or replacement parts in the event of either the panel or system failing during or as a result of the Supplier's works. Such works are carried out entirely at the Clients risk. The Supplier is only responsible to provide a product warranty on any equipment replaced by the Supplier and not the system as a whole in accordance with the Supplier's Standard Conditions of Sale.
- 3.2 When placing an out of hours fault call, full details including a valid purchase order number are to be provided by the Client to enable the Supplier to invoice for the additional works carried out. If for any reason a purchase order cannot be provided due to the Client's office not being open then the Supplier will proceed with the works on the understanding that a purchase order will be provided the following morning of the next working day. If the Supplier is unable to obtain a valid purchase order then the Supplier will invoice against the name of the person who logged the callout. Any invoices raised in this manner that are not honored for payment may result in the suspension of the out of hours call out facility until full payment is received the consequences of which are entirely at the Clients risk.
- 3.3 When any callout is logged full details must be provided by the Client including a valid purchase order together with full details of the fault and work requirements. Limited information may result in the Supplier assigning an incorrectly skilled engineer and/or the wrong equipment and materials which may potentially result in a return or follow up visit which may incur additional costs charged to the Client at the Supplier's standard rates.
- 3.4 Any requests by the Client to change system configuration such as cause and effects, text labels, and design changes must be fully documented and provided in writing by the Client to the Supplier in sufficient time prior to the Supplier's engineers implementing the changes.
- 3.5 Any requests by the Client to change the design of the system must be made in writing to the Supplier with full supporting documentation and a completed commissioning request provided by the Client in sufficient time prior to the works being carried out by the Supplier.

- 3.6 The Supplier's engineers will carry on their vehicle standard basic Protec system spares, however due to highly varied manufacturers of such equipment the Supplier is unable to hold all the potential spares that may be required on each of its vehicles and thus a follow up visit may be required once such parts have been ordered and delivered at the Client's cost.
- 3.7 Site files and panel configuration data for systems which have been configured as Open Protocol or Client managed are not held by the Supplier and are the management responsibility of the Client and should be made available to the Supplier's engineer in sufficient time and in sufficient detail to allow the requested works to be completed. The supplier only holds and manages site file data for Protec managed sites which are under a current maintenance agreement.
- 3.8 The Suppliers Emergency call out procedures is for the exclusive use of Clients that hold a Current Live Service Agreement and those who accept our Terms and Conditions. Each Current Live Service Agreement contains a unique six-digit site reference number which will need to be provided to our operator when accessing this Service. It is a condition of use of this Service that all Clients keep their credit account up to date and within the agreed payment terms which are regularly reviewed by the Supplier or have paid in advance in cash or cleared funds. Contractors and Non-Contract Clients wishing to use this service will be subject to additional surcharge rates prevailing at the time. Such Clients who subsequently enter into a Service Agreement within 90 days of using this emergency call out facility will be eligible for a surcharge rebate. Such surcharge rebate will be credited from any payments due under such subsequent Service Agreements provided any credit account agreed is kept up to date or payment has been made in advance in cash or cleared funds. Current Live Service Agreement holders will be prioritized at all times over Non-Contract Clients. The Supplier will aim to attend reactive callouts for non-contract Clients within 10 working days, however any specific site clearance, site training or inductions may result in the attendance exceeding the 10 working days.
- 3.9 Calls made to the Supplier's customer service team or emergency call out service are recorded for training and monitoring purposes.
- 3.10 In the event of a major system failure, the Supplier may need to obtain parts and equipment urgently which may require an engineer collecting such parts and equipment from one of the Supplier's offices or factory. Any costs incurred for the urgent collection of parts and equipment such as travel time, mileage, will be invoiced at the Supplier's standard rates. Nonstandard charged will be charged at cost plus a reasonable mark up to cover administration and overhead.
- 3.11 Parts and equipment that have been specifically purchased by the Supplier on instruction from the Client that are no longer required will be subject to any handling costs that the Supplier may need to cover the return of the equipment and restocking (if possible) and/or disposal. The Client is responsible for the full cost of any nonstandard items of equipment that could not be restocked.
- 3.12 In the event that any failed equipment may be obsolete, the supplier will, where possible and subject to availability, carry out an exchange with a 'service exchange' part or component. If such a "service exchange" is unavailable the supplier will provide either a backwards compatible or alternative part / component if possible.
- 3.13 Service exchanged parts or components are limited to a 3 months warranty.
- 3.14 The supplier does not recommend to attempt to repair any obsolete PCB or component and should be exchanged with either a new backwards compatible or alternative part / component. If however the supplier is requested to attempt to complete a factory repair the supplier will endeavour to complete the repairs however are unable to provide any guarantee on the operation or warranty on obsolete equipment.

4. CLIENT'S RESPONSIBILITIES, THE CLIENT SHALL:

- 4.1 Provide the Supplier with access to the site as reasonably required for the purpose of allowing the Supplier's service engineers or other personnel to perform the Supplier's obligations under this Agreement;
- 4.2 Ensure that its employees, agents and other contractors shall: (I) not interfere with or disrupt, delay or hinder the Supplier, its employees, agents, subcontractors, agents or other persons engaged by The Supplier or prevent them from carrying out their work or cause them to incur additional cost.
- 4.3 Provide the Supplier with data, specifications and information to enable it to fulfill its obligations under this Agreement including but not limited to:-

- 4.3.1 up to date system log book
- 4.3.2 up to date 'as-fitted' drawings
- 4.3.3 design, installation and commissioning certificates
- 4.3.4 up to date zone plan / drawings
- 4.3.5 all Access Code for all panels
- 4.3.6 details of any remote monitoring
- 4.3.7 previous maintenance records
- 4.3.8 access to all Aspirating (ASD) sample and testing points
- 4.3.9 access to all previous ASD test records and transportation times
- 4.3.10 site files and panel configuration files for any open protocol systems
- 4.3.11 details and location of all gas suppression cylinders
- 4.3.12 details of any shutdowns that may affect site operations i.e. computer shutdowns
- 4.3.13 asbestos Registers should be available
- 4.4 Provide adequate facilities at the premises at no cost to the Supplier, including parking, power, lifting equipment, access equipment.
- 4.5 Ensure that the premises are at all times a safe working environment and will not contain asbestos or similar hazards. Should the Supplier consider that the premises are unsafe it may delay or cease delivery of the Services until the premises are restored to a safe condition. Any such delay or cessation of the Services:
 - 4.5.1 will entitle The Supplier to an extension of time to complete the Services;
 - 4.5.2 Will not constitute a breach of this Agreement;
 - 4.5.3 will not entitle the Client to the payment of liquidated/unliquidated damages or a financial penalty, KPI or service charge from the Supplier.
- 4.6 Provide access to all void detectors in the removal and reinstatement of specialist ceilings or flooring and the lifting and replacement of floorboards, carpet or tiles as necessary. The Supplier suggests the Client works alongside the Supplier's engineer or establish an area cordoned off for the Supplier's engineer that others cannot access for the duration any tiles are lifted.
- 4.7 Provide any lifting, moving or replacing stock, plant and equipment etc. necessary to access the fire alarm panel, detection, alarm and peripheral devices required within the Service and Maintenance Contract.
- 4.8 Advise the Supplier on becoming aware of any environmental conditions that may adversely affect or are adversely affecting the normal functionality of the Installed System at the time the Client requests a quotation.
- 4.9 Make the appropriate arrangements to allow the Supplier's engineers to complete a live test of the sounders / PAVA system. If the Supplier's engineers are unable to complete these live tests then this will be recorded appropriately and will not be compliant with the BS5839 recommendations the consequences of which are entirely at the Clients risk.
- 4.10 The Supplier's engineers will be equipped with standard PPE equipment, any specialist PPE equipment, overalls, workwear etc. must be provided by the Client at no cost to the Supplier.
- 4.11 A system such as Emergency Voice Communications (EVC) may require two people to test the voice communication i.e. remain at the control panel whilst the Supplier's engineer tests the remote units. If and when require the Client will provide the second person, alternatively the Supplier can provide the second engineer which would be at additional cost to the Client invoiced at the Supplier's standard rates.

- 4.12 Any connections to third party equipment i.e. computer / server shutdown, deluge systems or critical plant must be isolated and made safe by the Client prior to the Supplier's engineers commencing work on the system. The Supplier is not responsible for any damage of financial loss that may be caused by or during the Supplier's testing whilst such items are isolated. Furthermore, the Supplier is not responsible for any damage of financial loss that may be caused by or during the Supplier's testing where such items are not correctly isolated by the Client prior to the Suppliers engineers commencing work on the system.
- 4.13 The Client is to provide access to any tenanted areas such as shop units, storage facilities, locked or restricted areas to enable the Supplier to complete the required work within normal working hours.
- 4.14 Any end of life equipment that is exchanged is the responsibility of the Client to dispose of in the correct manner. The Supplier can provide a separate cost for the collection, return and evaluation of such end of life equipment should the Client request this in addition to our quotation.
- 4.15 Provide all supporting documentation including access codes for any closed protocol systems to enable the Supplier's engineers to complete the agreed works. If additional engineers are required to complete the works as a result of lack of codes for isolation resulting in two engineers etc. then the additional engineer labour will be at additional cost to the Client invoiced at the Supplier's standard rates.
- 4.16 Arrange for the Supplier to have access to site Wi-Fi to obtain backup data to complete the agreed works and also submit reports sheets and implement any required quotations.
- 4.17 Ensure that all residents and staff at the premises are made aware of the fire detection maintenance as it is being carried out. The Supplier's engineers will endeavor to ensure that outputs are isolated during testing, however the Supplier takes no responsibility for any evacuation.
- 4.18 The Client must ensure that on any installed kitchen suppression systems that :-
 - 4.18.1 all equipment is kept free from grease build-up including gas flues which are not intended to be grease coated.
 - 4.18.2 operate all grease extractors to the manufacturer's instruction to ensure effective removal from the hood and duct systems. The build of carbon and grease is a potential fire hazard.
 - 4.18.3 prior to any changes to the kitchen layout or changes which affect the basic configuration of the protected area the Supplier must be contacted for a system update evaluation as the system is made up of components tested within limitations and changes in cookline appliances could result in the system not protecting and extinguishing a potential fire.
 - 4.18.4 the Supplier must have access to all components including automans, ducting and detection to completed their works.
 - 4.18.5 when the supplier provides preventative or reactive maintenance on Kitchen Suppression systems that have been designed, installed or previous maintained by a third party company the supplier will require full supporting documentation on the previous maintenance records, system design, and commissioning certification. The supplier will endeavour to identify and report any non-conformities however take no responsibility or ownership for the system design.
- 4.19 The client should ensure that all systems are tested and checked in accordance with the relevant British Standards, including daily inspection of all systems and weekly testing of the fire detection system in accordance with the BS5839 standards.

5. **TERM & TERMINATION**

- 5.1 This Agreement shall commence on the Date specified in the Service Proposal and shall continue for the duration specified in the Service Proposal (the "Initial Term"), unless a different Initial Term is agreed in writing between the parties. Upon expiry of the Initial Term, this Agreement shall continue on an automatic renewal basis for successive periods of twelve (12) months (each a "Renewal Period"), until determined in accordance with the following provisions;
- 5.2 Any quotations are valid for a period of ninety (90) days.

- 5.3 The Agreement will not be deemed valid until the Supplier has confirmed acceptance in writing, after receipt of the Service Proposal duly signed by the Client.
- 5.4 Either party shall be entitled to determine this Agreement provided written notice of termination has been given to the other party of not less than 30 days, with such notice to expire at the end of the Initial Term or the relevant Renewal Period (as applicable).
- 5.5 Should the Agreement be cancelled by the Client for convenience at any time in writing, prior to the expiry of the Initial Term or the relevant Renewal Period (as applicable), then the Supplier reserves the right to levy a cancellation charge equivalent to ¼ of the annual contract value (i.e. 3 months payment) in addition to the recovery of any outstanding monies from invoices already raised at that time. Cancellation charges could potentially apply where the Supplier is not the cause of the termination as set out in clause 5.7 or where the Client is terminating simply out of choice. The parties acknowledge and agree that the cancellation charge is reasonable and proportionate having regard to the costs, losses and lost revenue likely to be incurred by the Supplier as a result of such termination.
- 5.6 Upon the termination of a Service and/or Maintenance Contract or associated works and where requested by the Client to attend site to default system codes, the Supplier shall be entitled to charge the Client for such service at the Supplier's current rates.
- 5.7 This Agreement may be terminated immediately upon written notice being given to the Client in the event that: -
- 5.7.1 the Client is in breach of any of its fundamental obligations under the Agreement or, has failed to take all reasonable steps to remedy the same within seven (7) days of notice being given specifying the breach and requiring the same to be remedied; or
- 5.7.2 any distress or execution is levied on the Client's property or if the Client has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its assets, becomes insolvent, compounds or makes any arrangement with its creditors or commits any act of bankruptcy or is wound up or goes into liquidation.

6. TECHNICAL SUPPORT

- 6.1 The Supplier provides a telephone technical support service for the exclusive use of Clients that hold a Current Live Service Agreement, approved distributors, agents and those who accept our Terms and Conditions.
- 6.2 The technical support service is available between 9am and 5pm during normal working hours and excludes weekends and bank holidays. Clients who require urgent technical support outside of these hours should use the Supplier's emergency call out procedures.
- 6.3 Clients using the Suppliers technical support service for telephone engineering assistance must be both competent and experienced in the safe electrical working practices on 230 v AC systems, electrical isolation procedures, experienced on reactive maintenance of fire detection and associated systems.
- 6.4 Clients requiring assistance with system PC programming must be both competent and computer literate.
- 6.5 Clients using this service who the Supplier believes to be inexperienced will be requested to arrange a site visit by one of the Supplier's service engineers.
- 6.6 Any advice provided by the Supplier's technical support service is only a verbal guidance. If definitive advice is required on replacement parts, design or recommendations the Client must follow the advice up with a request to the Supplier for site attendance by one of the Supplier's service engineers, surveyors or design engineers.
- 6.7 The Supplier in providing its technical support service is not responsible for any injury, damage, unwanted activations or operation of any systems due to the telephone advice provided. The Client must satisfy themselves that the system is fully operational following any advice provided by the Supplier.

7. WARRANTY

- 7.1 5-year manufacturers equipment warranty includes Protec manufactured Fire detection products. The supplier will cover the equipment under warranty, labour is excluded and will be invoiced by the supplier at the agreed standard rates.

- 7.2 A 5-year manufacturers equipment warranty is subject to the Client having a Current Live Service Contract with the Supplier.
- 7.3 The suppliers 5-year warranty excludes batteries and any third party manufactured equipment and any damage, such as, but not limited to, contamination, painted, physical damage, water damage, electrical surge, storm damage etc.
- 7.4 Equipment that has been commissioned by a third party are not covered by the Supplier and should be exchanged by the company who commissioned the equipment on a return-to-base warranty please refer to the Supplier's terms and conditions of sale <https://www.protec.co.uk/terms/>. The Supplier however can arrange a service engineer however this would be invoiced at the Supplier's standard rates.
- 7.5 Any new Protec manufactured equipment installed by the Supplier during reactive maintenance or remedial works will be covered by the Suppliers 12-month equipment warranty.
- 7.6 Any service exchange Protec manufactured equipment installed by the Supplier during either reactive maintenance or remedial works will be covered by the Suppliers 3-month equipment warranty.
- 7.7 Any non-Protec equipment or specifically purchased equipment will be covered by the Supplier for the duration of the warranty provided by the manufacturer.
- 7.8 Where the Goods incorporate or rely upon third-party communication technologies (including, without limitation, Wi-Fi or LTE), the Supplier shall have no responsibility to procure, verify or ensure the existence, validity or scope of any licenses, consents or permissions required in respect of any related third-party intellectual property rights. The Supplier gives no warranty, representation or undertaking that any such intellectual property rights are duly licensed or otherwise compliant for use. Responsibility for obtaining and maintaining all such licenses, consents and permissions shall rest with the relevant manufacturer and/or third-party rights holder, and the Client shall be deemed to accept the same.

8. RATES & CONTRACT RENEWALS

- 8.1 Standard rolling Service and Maintenance Contracts and any remote monitoring contracts are automatically renewed by the Supplier, as set out in clause 5.1 above. All such renewed contracts will be subject to an increase in line with inflation and industry related indices, together with any additional adjustment reasonably required to reflect material increases in costs arising from market conditions or circumstances beyond the Supplier's reasonable control.
- 8.2 The Supplier will issue a renewal letter to the Client in relation to Service and Maintenance Contracts prior to the expiry of the Initial Term and prior to the expiry of any subsequent Renewal Period (where applicable). The Client acknowledges the following:
- 8.2.1 any subsequent renewal of a Service and Maintenance Contract may be subject to completion of a satisfactory credit check by the Client (if not already completed when entering into the initial Service and Maintenance Contract);
 - 8.2.2 the invoicing details provided by the Client must always be accurate and up to date to avoid any potential billing issues;
 - 8.2.3 the Client will notify the Supplier promptly of any changes to the Client's invoicing details or processes;
 - 8.2.4 the Client may be required to provide a new purchase order number for work to be completed during any subsequent Renewal Period (if applicable); and
 - 8.2.5 the provisions outlined in clause 9.6 below apply to renewal letters issued in relation to remote monitoring contracts.
- 8.3 The Supplier operates three geographical regions, Standard, Northern Scotland and the South East regions with each region having specific labour rates. Details of rates and regions will be provided to the Client and detailed within the Service and Maintenance Contract.
- 8.4 Clients with a Current Live Service and Maintenance Contract will be invoiced by the Supplier at standard rates unless agreed rates are applicable. Clients who do not hold a live service and maintenance contract will be invoiced by the Supplier at non-contract rates.

- 8.5 The Supplier's labour rates are reviewed biannually every April and October and will be increased in line with inflation, industry related indices and rates, together with any additional adjustment reasonably required to reflect material increases in costs arising from market conditions or circumstances beyond the Supplier's reasonable control.
- 8.6 If the Supplier requires the additional services of a third party specialist contractor to complete works to a non Protec manufactured system or closed protocol system the Supplier will invoice the contractors cost plus any agreed uplift rates with the Client. If no agreed rates have been agreed the Supplier will invoice the Client the cost of the subcontractor plus an administrative cost.

9. REMOTE MONITORING

- 9.1 Remote live monitoring of fire detection or associated systems by the Supplier is conditional upon the Client keeping their credit account up to date and within the agreed payment terms. Any outstanding accounts may result in the live monitoring of the system being removed.
- 9.2 It is the responsibility of the Client to ensure that the Supplier is made aware of any changes to the contact details for the remote monitoring including any key holder changes, contact telephone numbers or changes to the response requirements etc.
- 9.3 It is the Client's responsibility to ensure that there is the relevant active communication infrastructure to support the live monitoring provided by the Supplier including any live BT lines, IT and IP networking.
- 9.4 The Client must provide 30-days' notice to cancel any live monitoring as per clause 5.4 of these terms.
- 9.5 Any additional days where monitoring is provided by the Supplier outside of an agreement will be invoiced on a daily rate.
- 9.6 The Supplier will provide a renewal letter in advance of the expiry date and a final reminder fourteen (14) days prior to the expiry date. The Client acknowledges the following:
- 9.6.1 any subsequent renewal of a remote monitoring contract may be subject to completion of a satisfactory credit check by the Client (if not already completed when entering into the initial remote monitoring contract);
 - 9.6.2 the invoicing details provided by the Client must always be accurate and up to date to avoid any potential billing issues;
 - 9.6.3 the Client will notify the Supplier promptly of any changes to the Client's invoicing details or processes; and
 - 9.6.4 the Client may be required to provide a new purchase order number for work to be completed during any subsequent Renewal Period (if applicable).
- 9.7 Following termination or expiry of this Agreement, in the event of the Supplier disconnecting the live monitoring there will be a reconnection charge should the monitoring need to be reinstated.

10. INVOICE AND PAYMENT

- 10.1 Unless agreed otherwise, the Supplier shall invoice the Annual Service Charge proportionally upon completion of each service visit in relation to the Service and Maintenance Contracts.
- 10.2 Any live monitoring or remote service contracts provided by the Supplier are a minimum of twelve (12) months (unless otherwise agreed in writing between the parties) and are invoiced annual in advance.
- 10.3 The Client shall pay all properly submitted invoices either by cash or fully cleared funds or if a credit account has been agreed within 30 days of receipt of each invoice. All payments shall be made without setoff, counterclaim or any other deduction.
- 10.4 By signing this Agreement, you agree to open a credit account in your company's name which will be run in accordance with the Supplier's general terms and conditions of sale, details of which are available to view on our website: <https://www.protec.co.uk/terms/>

The terms detailed in this Agreement relate specifically to the Service and Maintenance of the sites listed, for full details of Protec Fire Detection PLC general terms and conditions including payment terms please refer to our website above.