

## CUSTOMER RENTAL AGREEMENT - HOMEGUARD

This is an agreement between Connelly Security Systems Ltd (CSS) and the Customer(s) whose name(s) appear below.

CSS will install a system and provide our services under the terms and conditions in this agreement.

**PLEASE READ ALL THE TERMS AND CONDITIONS in particular conditions 1, 3, 5 and 6.**

### Customer Details

| PREMISES NAME AND ADDRESS                                                                                                                                                                                                             | CUSTOMER BILLING NAME AND ADDRESS                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| «SalesEnquiry_SiteName»<br>«SalesEnquiry_SiteAddress1»<br>«SalesEnquiry_SiteAddress2»<br>«SalesEnquiry_SiteAddress3»<br>«SalesEnquiry_SiteAddress4»<br>«SalesEnquiry_SitePostCode»<br><br>(hereinafter referred to as 'The Customer') | «SalesEnquiry_CustomerName»<br>«SalesEnquiry_CustomerAddress1»<br>«SalesEnquiry_CustomerAddress2»<br>«SalesEnquiry_CustomerAddress3»<br>«SalesEnquiry_CustomerAddress4»<br>«SalesEnquiry_CustomerPostCode» |

**Enquiry Number : «SalesEnquiry\_EnquiryNo»**  
**Contract Number : «SalesEnquiry\_CustomerNo»**

This agreement is for a minimum term of 36 months and is payable monthly in advance by Direct Debit The total Maintenance, Monitoring, and Equipment charge is:

|     |                                                                                              |                                            |  |    |  |
|-----|----------------------------------------------------------------------------------------------|--------------------------------------------|--|----|--|
| (A) | £                                                                                            | per month inclusive of VAT by Direct Debit |  |    |  |
| (B) | One-off installation charge of £99.00 including VAT collected by Direct Debit at completion. |                                            |  |    |  |
| (C) | Decoy Bell @ £20.00 inc. VAT – one-off (optional)                                            | YES                                        |  | NO |  |

### TITLE TO THE SYSTEM : THE COMPLETE SYSTEM IS OWNED BY CSS

| EQUIPMENT                     | QUANTITY |
|-------------------------------|----------|
| Control Panel & Siren Strobe  | 1 each   |
| Contact                       |          |
| Movement Sensor (PIR)         |          |
| Wireless Keypad               |          |
| Dualtech                      |          |
| Panic Button                  |          |
| Communicator World SIM        | 1        |
| Two-way Wireless Panic Button |          |
| Police Response               | NO       |

I/We would like to order the system and agree to pay the installation and monthly charges as indicated at (A) and (B) above.

I/We have read the whole of this document including the important information section overleaf

### YOU SHOULD SIGN THIS AGREEMENT IF YOU ARE PREPARED TO KEEP TO ITS LEGAL TERMS AND CONDITIONS

|                             |  |        |
|-----------------------------|--|--------|
| CUSTOMER SIGNATURE          |  | Date : |
| SIGNED ON BEHALF OF CSS LTD |  | Date : |

# Terms and Conditions

## IMPORTANT INFORMATION - PLEASE READ CAREFULLY BEFORE SIGNING

### 1. GENERAL

Once you have signed this agreement the following will apply. You will legally have to keep to its terms and conditions.

You confirm that you have read the terms and conditions.

You acknowledge that you and your key-holders personal details may be held by CSS under the conditions of the data protection act 1998.

CSS have the right to share your details with credit reference agencies so we can assess our credit risk, all orders are subject to credit approval.

CSS have assumed that no asbestos is present within your premises, should we be unable to complete the installation without coming into contact with asbestos then we reserve the right to cancel this agreement. You confirm that you are not using this system to protect a business premises.

This is a residential agreement regardless of who makes the payments. You understand that this agreement is for a minimum period of 36 months and if you cancel this agreement within 36 months you will be liable to pay 80% of the rental for the remainder of the period. This is a rolling agreement and will automatically continue after 36 months. Right to cancel: You have 14 working days from the date of signing this agreement during which you have the right to cancel this agreement by writing to CSS at the Head Office address.

If you agree to CSS installing the system or any part of it prior to expiry of the cancellation period your cancellation rights will end on the installation date. All orders are accepted by CSS on the understanding that the Customer is bound by the Conditions. Where there is inconsistency in the Conditions and any conditions which the Customer seeks to impose these Conditions shall prevail, unless accepted by CSS in writing under the hand of a Director of CSS. If any court or other authority finds any of these conditions unenforceable, illegal or invalid that condition will be deleted from these terms. This will not affect the remainder of the conditions.

### 2. PERIOD AND TERMINATION

This Agreement shall continue for a minimum period of 36 months and thereafter until terminated by either party giving to the other 3 months written notice. If any payment by the Customer shall be more than 7 days in arrears or if the Customer is in breach of any of the terms and conditions of this Agreement, CSS may forthwith by notice in writing to the Customer terminate this Agreement without prejudice to its rights to recover any sum due by the Customer to CSS. CSS shall be entitled without liability on its part and without prejudice to its other rights under this Agreement to terminate the contract by reason of the Customer failing to furnish instructions or by any other cause outwith its control (for example, but not limited to: fire, flood, war, civil disorder, government orders, Act of God, force majeure).

### 3. CUSTOMER OBLIGATIONS

The Customer warrants to CSS that all necessary title to the premises in which the System is to be installed and any necessary landlord's consents or other consents or permissions for installation of the System have been obtained.

The Customer accepts all liability for any claims, costs, loss or expense arising from the absence of any such consent.

The Customer shall ensure that the external sounders do not cause a nuisance as defined under the Control of Noise Order 1981, and shall be liable to meet any claims, costs, loss or expense arising from any necessary remedial work.

The Customer will be liable for all costs associated with the installation including re-installation, re-decoration, and the refitting of carpets if required

The Customer shall during the period of this Agreement.

(1) not himself or allow others not authorised by CSS to alter or interfere with the System.

(2) notify CSS by telephone, confirming in writing, all defects or faults.

(3) allow access to CSS' representatives to carry out maintenance.

(4) pay all electricity charges associated with the system

### 4. LIABILITY

CSS acknowledges liability in respect of death or personal injury resulting from the negligence of CSS.

CSS does not warrant or represent that the operation of the System will be uninterrupted or error free. CSS provides the System to assist in the security of the Customer's premises but does not thereby warrant the security of the property, the Customer or contents contained therein. CSS does not act and shall not be deemed to act as an insurer of the Customer's property or contents contained therein and give no warranty that by virtue of the installation of the System, the property or contents contained therein are completely secure or inviolable. CSS shall have no liability in contract or delict for any loss suffered howsoever caused and in particular CSS does not accept any liability whatsoever or any consequential loss or damage (including loss of earnings or profits) which may arise from any malfunction or defect of the system. All other conditions and warranties implied or otherwise are hereby expressly excluded, but nothing herein contained shall affect the statutory rights of the Customer.

### 5. RENTAL MAINTENANCE

Under a RENTAL Contract CSS will free of all charge, repair or replace any part (including batteries) necessitated by failure of any part of the System due to fair wear and tear.

RENTAL CONTRACTS exclude free labour and parts resulting from any of the items below: for which our standard rates apply.

Attempted or actual intrusions, alterations to the System or premises, damage caused by the Customer or its agents, its employees or a third party, power failure, telecoms failure, fire, flood, lightning, water damage, Act of God, war, invasion, civil disorder, riot, explosion, or force majeure, any unauthorised interference with the System by the customer or a third party.

### 6. RETENTION OF TITLE

Any or all equipment installed by CSS remain the property of CSS for the duration of this agreement and upon termination, the equipment will be removed by our engineer. No charge will be made to remove the system.

### 7. RISK

All risk of loss of or damage to the System shall pass to the Customer on installation at the Customer's premises.

### 8. ASSIGNATION

The rights and obligations contained in this Agreement may not be assigned or otherwise transferred by the Customer without the prior consent in writing of the Company. They may however be assigned by CSS without prior consent of the Customer. The system may be relocated from one home to another (within mainland Scotland) for the payment of a charge currently £216 including VAT.

### 9. COMPLETE AGREEMENT

No terms or representation expressed or implied other than those expressly embodied in this Agreement shall be binding upon CSS or imported into this Agreement unless accepted by CSS in writing under the hand of a Director of CSS.

### 10. VAT

The prices overleaf include VAT at the rate of 20%, CSS reserve the right to alter our prices should the VAT rate alter.

### 11. LAW

This Agreement shall be in all respects construed and governed by the Law of Scotland.

Important - Read carefully to find out about your rights

The consumer credit act 1974 covers this rental agreement. If you use this system as a consumer you may end this agreement after a minimum period of 18 months upon giving us one month notice in writing, and allowing us to recover our system.



## Instruction to your Bank or Building Society to pay by Direct Debit



Please fill in the whole form where indicated :

CONNELLY SECURITY SYSTEMS  
98-100 GLENTANAR ROAD  
BALMORE INDUSTRIAL ESTATE  
GLASGOW  
G22 7XS

ORIGINATOR'S IDENTIFICATION NUMBER

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| 7 | 0 | 3 | 0 | 0 | 3 |
|---|---|---|---|---|---|

NAME(S) OF ACCOUNT HOLDER(S)

|  |
|--|
|  |
|  |

REFERENCE NUMBER

000

«SalesEnquiry\_SiteName»

BANK/BUILDING SOCIETY ACCOUNT NUMBER

|  |
|--|
|  |
|--|

BRANCH SORT CODE

|  |
|--|
|  |
|--|

Instructions to your Bank or Building Society. Please pay CSS Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee

I understand that this instruction may remain with CSS and, if so, details will be passed electronically to my Bank/Building Society.

NAME AND FULL POSTAL ADDRESS OF YOUR BANK OR BUILDING SOCIETY

|                  |                       |
|------------------|-----------------------|
| TO : THE MANAGER | BANK/BUILDING SOCIETY |
| NAME :           |                       |
|                  |                       |
|                  |                       |
| POST CODE :      |                       |

Signature(s)

Date :

Initial payment of £99.00 inc. VAT by Direct Debit at completion of Installation – one-off payment  
Then £\*\*\*\*\* inc. VAT per month commencing installation month

HOMEGUARD RENTAL

This guarantee to be detached and retained by the Payer

The  
Direct Debit Guarantee



- ☐ This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme
- ☐ The efficiency and security of the Scheme is monitored and protected by our own Bank or Building Society.
- ☐ If the amounts to be paid or the payment dates change CSS will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- ☐ If an error is made by CSS or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- ☐ You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.



Authorised and regulated by the Financial Conduct Authority