

# damar

## Security Systems Ltd

42 Braemar Road, Olton, Solihull, B92 8BS Tel: 0121 706 8666  
Email: [info@damarsecuritysystems.co.uk](mailto:info@damarsecuritysystems.co.uk)

Our Ref: SIM3209/FEB24

12/03/2024

Sarah Kealey  
Toni & Guy  
133 High Street  
Solihull  
West Midlands  
B91 3SR

Dear Sarah

Please find attached your invoice for the restricted maintenance agreement on the fire alarm at your premises for the forthcoming 12 months and the terms and conditions of your agreement.

**We have changed the way we offer maintenance as now we will assume that the agreement is to continue, unless we are contacted by email to the contrary.**

Please contact Damar Security Systems Ltd within the next 7 days, by calling our office on 0121 706 8666 between 09.00-17.00 Mondays to Fridays to book a mutually convenient appointment for our technicians to complete the inspection of your system.

The price of the 12 month restricted maintenance agreement for the forthcoming year is **£390.00 plus VAT.**

With changes within the company, all invoices must be paid and cleared by the 23<sup>rd</sup> of the current month.

I would like to take this opportunity to thank you for your valued custom to date, and hope that you will continue to find our service friendly, efficient and professional. Please note that we are always on hand to call upon should any advice or assistance be required, so please do not hesitate to contact us should this eventuality occur.

Yours sincerely



Graham Elwell  
MANAGING DIRECTOR

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## Security Systems Ltd

### **BUSINESS TERMS AND CONDITIONS (MAINTENANCE)**

1. ALL REFERENCES CONTAINED HEREINAFTER TO "THE COMPANY" SHALL BE DEEMED TO MEAN DAMAR SECURITY SYSTEMS.
1. THE SYSTEM IS INTENDED ONLY TO REDUCE THE RISK OF LOSS OR DAMAGE TO PROPERTY AND INJURY TO PERSONS ON OR IN THE PREMISES, TO THE EXTENT THAT IT IS REASONABLY PRACTICABLE BY USE OF SUCH EQUIPMENT. THE COMPANY GIVES NO UNDERTAKING TO THE CUSTOMER THAT THE SYSTEM MAY BE COMPROMISED OR CIRCUMVENTED, OR THAT THE SYSTEM INSTALLED WILL PREVENT LOSS BY BURGLARY, THEFT OR OTHERWISE.
2. ALL GUARANTEES SHALL BE VOID UNTIL FULL SETTLEMENT OF THE MAINTENANCE PRICE IS MADE AND SERVICE OBLIGATIONS WILL NOT COME INTO EFFECT UNTIL THE FULL AMOUNT OWING IS RECEIVED.
3. THE COMPANY UNDERTAKES TO ENSURE THAT ALL OF THE MATERIALS USED TO REPLACE FAULTY ITEMS ARE OF A HIGH QUALITY AND IN ACCORDANCE WITH THE SPECIFICATION, NSI AND BRITISH AND EUROPEAN STANDARDS. ANY FAULT ARISING AS A DEFECT IN THE EQUIPMENT SUPPLIED MUST BE NOTIFIED TO THE COMPANY WITHIN 28 DAYS OF THE DEFECT BECOMING KNOWN AND THE COMPANY DOES NOT ACCEPT ANY FURTHER LIABILITY FOR ANY CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF SUCH A DEFECT. IT SHALL BE THE CUSTOMERS RESPONSIBILITY TO COMPREHENSIVELY INSURE THE PREMISES AND ALL PROPERTY AND PERSONS IN OR ON THE PREMISES AGAINST ALL FORESEEN RISKS.
4. THE CUSTOMER AGREES THAT THROUGHOUT THE PERIOD OF MAINTENANCE OF THE SYSTEM THAT THE CUSTOMER SHALL AFFORD THE COMPANY, IT'S SERVANTS OR AGENTS, FULL AND FREE ACCESS TO THE PREMISES AT ALL TIMES, TO ENABLE THE COMPANY TO PERFORM IT'S RESPONSIBILITIES THEREUNDER AND THE COMPANY SHALL BE PAID ANY ADDITIONAL TRAVELLING AND LABOUR COSTS ARISING OUT OF THE CUSTOMERS FAILURE TO HONOUR THIS CONDITION.
5. THE MAINTENANCE AGREEMENT COVERS ALL CALL OUT COSTS, REPLACEMENT OF ANY ***FAULTY*** PARTS AND LABOUR DURING THE AGREED 12 MONTH PERIOD AND ONE INSPECTION AT THE START OF THE AGREEMENT.
6. THE COMPANY RESERVES THE RIGHT TO CHARGE FOR THE ATTENDANCE WHERE IT HAS BEEN NECESSARY DUE TO USER ERROR, VANDALISM OR ACTS OF GOD, WHICH ARE NOT COVERED UNDER THE FULLY COMPREHENSIVE AGREEMENT.
7. THE CUSTOMER IS ADVISED THAT SEVEN DAYS WRITTEN NOTICE IS REQUIRED FOR TERMINATION OF ANY MAINTENANCE AGREEMENTS, AND THAT THE COMPANY IS ALSO WITHIN ITS RIGHTS TO TERMINATE AN AGREEMENT, PROVIDED SEVEN DAYS WRITTEN NOTICE IS PROVIDED TO THE CUSTOMER.
8. IF THE MAINTENANCE IS NO LONGER REQUIRED, ANY ISSUES RESOLVED OVER THE PHONE OR BY SITE VISIT WILL BE CHARGEABLE AT OUR HOURLY RATE OF £95.00 PLUS VAT, WITH ANY AND ALL REQUIRED PARTS BEING CHARGED ADDITIONALLY.

**THIS MAINTENANCE CONTRACT ENTITLES SUBSCRIBERS TO OUR EMERGENCY SERVICE FACILITIES WHICH ARE AVAILABLE 24 HOURS A DAY, 365 DAYS A YEAR. THIS FACILITY**

**ENSURES THAT AN ENGINEER WILL ATTEND THE PREMISES EITHER BEFORE THE SYSTEM IS REQUIRED TO BE 'SET' OR WITHIN FOUR HOURS, WHICHEVER IS THE LONGER. EMERGENCY SERVICES CAN BE OBTAINED BY CALLING 0121 706 8666 DURING OFFICE HOURS, OR 07771 745742 AT ALL OTHER TIMES.**

**THE MAINTENANCE OF THE SYSTEM WILL BE IN STRICT ACCORDANCE WITH PD6662:2017 (WHICH IS THE UK IMPLEMENTATION OF EN50131/1:2010 + A3:2020) AND NSI CODES OF PRACTICE.**