SolarSystem alarm installation agreement

This Agreement is made on [date] between

**[Installer name]**, a company registered in [country of registration] with company number [company number] and registered office address of [address] (“**Installer**”)

and

**[Company name]**, a company registered in England and Wales with company number [company number] and registered office address of [registered office address] (“**Customer**”)

(each a Party and together the Parties).

1. Definitions
   1. In this Agreement, the following terms shall have the following meanings:
      1. **Acceptance Date**: The date the Services are accepted or are deemed acceptance, in accordance with clause 4
      2. **Charges**: The charges set out in Annex 1
      3. **Customer Notification Address**: the address to which notifications to the Customer must be sent or delivered, as set out in Annex 1
      4. **Force Majeure Event**: Any cause or causes beyond a Party’s reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, industrial dispute of a third party, armed hostilities, act of terrorism, revolution, blockade, embargo, industrial or trade dispute, adverse weather, disease, accident to plant or machinery, transport, electricity or other supply, or regulatory intervention. The Customer’s inability to pay the Charges in accordance with clause 9 shall never constitute a Force Majeure Event
      5. **Location**: The location(s) in which the System will be installed, as described in Annex 1
      6. **Services**: The services set out in Annex 1
      7. **System**: The SolarSystem alarm system
   2. In this Agreement, unless the context otherwise requires:
      1. a reference to a “clause” is to the relevant clause of this Agreement, unless otherwise stated;
      2. all headings are for ease of reference only and shall not affect construction or interpretation;
      3. references to the singular include the plural and vice versa;
      4. references to a “person” includes any entity, whether or not having separate legal personality;
      5. references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
      6. references to a Party shall, except where the context otherwise requires, include its successors in title and permitted assigns; and
      7. any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.
2. Performance of the Services
   1. The Customer shall
      1. work in good faith with the Installer to define and agree the requirements of the System with the Installer;
      2. ensure that its requirements take into account all relevant security and safety needs; and
      3. ensure that it has the right to instruct the Installer to perform the Services, including in respect of any physical modifications to premises.
   2. The Installer shall provide the Services
      1. on a date agreed between the Parties;
      2. with reasonable skill and care; and
      3. on a “time and materials” basis, as set out in Annex 1 , plus any charges for hardware in accordance with clause 4.2.2.
3. Software
   1. The System software is available free of charge, to anyone, under GNU GPL 3.0 or any later version, at <https://github.com/revk/SolarSystem>.
   2. In asking the Installer to the provide the Services, the Customer is instructing the Installer to download the latest version of the System software from the site above and to install it on the relevant hardware, in each case on behalf of the Customer.
   3. If, in the course of providing the Services, the Installer modifies the software:
      1. The Installer retains the copyright and other intellectual property rights in these modifications; and
      2. The Installer may, if it wishes or if it is required to do so, contribute the modifications back to the software project, to be available to others.
   4. The Customer accepts that the software, whether modified or not, is “as is”, and the Installer shall not be not responsible for any bugs, errors, or other defects in the software.
4. Hardware
   1. The System software runs on commodity hardware, and interfaces with existing, off-the-shelf, alarm hardware. The Customer is welcome to purchase the hardware itself and provide it to the Installer. Alternatively, Customer may ask the Installer to purchase the hardware on its behalf, as a convenience.
   2. Where the Customers asks the Installer to purchase hardware on its behalf:
      1. The Installer shall purchase the hardware listed in Annex 1; and
      2. The Customer shall reimburse the Installer for the cost of the hardware (plus VAT, if applicable).
   3. The Installer shall not be responsible for the hardware, including for any defects or failures, or liability arising from such defects or failures, irrespective of whether it is provided by the Customer or the Installer.
5. Testing and acceptance
   1. The Installer shall notify the Customer that it has completed the Services.
   2. Once notified, the Customer shall test the System promptly. The testing is to ensure that the System functions in accordance with the requirements agreed by the Customer and the Installer. The Customer shall pay particular attention to the testing of alarm, tamper and fault conditions.
   3. If the test is passed, the Customer shall notify the Installer promptly, in writing, and the date of this notice shall be the Acceptance Date.
   4. If the test is not passed and the Customer can demonstrate that the System does not function in accordance with the agreed requirements, the Customer shall notify the Installer and the Installer shall, at its own expense and within a reasonable time agreed between the parties, bring the System into accordance with agreed requirements, and the parties shall repeat this clause 5.
   5. If the Customer has not notified the Installer in accordance with either clause 5.3 or 5.4 within five days of being notified that the Installer has completed the Services, the System shall be deemed to have passed the test, and the Acceptance Date shall be that date.
6. Security, and Internet communications
   1. The Customer shall keep safe and secret any usernames, passwords, or other credentials or authentication devices. In the event of compromise, the Customer is responsible for re-configuring the System to use new credentials as the Customer may define.
   2. The System offers functionality which relies on a working Internet connection. It is the Customer’s responsibility to ensure that, if it wishes to use such functionality, its Internet connection is:
      1. Working;
      2. Suitable; and
      3. Protected with appropriate security
   3. Where the Customer wishes to connect the System to an online system (such as an IP-to-SMS gateway), the Customer is responsible for:
      1. ensuring that the online system meets its needs and that use for this purpose is permitted; and
      2. providing the Installer with such credentials and other details as are needed to enable the Installer to connect the System to the online system.
7. Insurance
   1. The Installer does not warrant that the System will meet the requirements of any particular insurance provider, or that the System will conform to any requirements imposed on the Customer.
8. Payment
   1. Installer shall invoice the Customer for the Price on or after the Acceptance Date.
   2. The Customer shall pay the Charges by bank transfer to the account notified by the Installer within 5 days of receipt of the Installer’s invoice.
   3. The Customer shall make all payments in pounds sterling and without any deduction or set-off.
   4. If any Charges are not paid on or before the due date for payment the Installer will be entitled to charge the Customer interest on that sum and statutory compensation, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
   5. The Customer shall reimburse all costs and expenses (including legal costs) incurred by Installer in the collection of any overdue amount.
9. Force majeure
   1. A Party shall not be liable to the other for any delay or non-performance of its obligations under this Agreement arising from a Force Majeure Event, subject to the Party so delaying promptly notifying the other Party in writing of the cause and the likely duration of the delay and provided that the delaying Party uses reasonable endeavours to limit the effect of such event on the other Party, the performance of the delaying Party’s obligations, to the extent affected by the delay, will be suspended during the period that the Force Majeure Event persists.
   2. If the Force Majeure Event continues for more than thirty days, either Party may terminate this Agreement with immediate effect on giving written notice to the other Party and neither shall be liable to the other for such termination.
10. Notices
    1. Any notice or other communication which either Party is required by this Agreement to serve on the other Party shall be sufficiently served if sent to the other Party at the address specified below (or such other address as is notified to the other Party in writing) as follows:
       1. by hand; or
       2. by registered post or recorded delivery.

For Installer:

Marked for the attention of: [your contact point]

Address: [your chosen address]

For Customer, to the Customer Notification Address

* 1. Notices sent by registered post or recorded delivery shall be deemed to be served two (2) working days following the day of posting.

1. Exclusion of implied terms
   1. To the fullest extent permitted by law, any and all terms which may be implied into this Agreement by statute are excluded from this Agreement.
2. Limitation of liability
   1. Nothing in this Agreement shall limit or exclude the liability of either Party for:
      1. death or personal injury resulting from that Party’s negligence or that of its, employees, officers, directors, subcontractors and agents;
      2. fraud or fraudulent misrepresentation; or
      3. any other liability which cannot be excluded or limited under applicable law.
   2. Subject to clauses 12.1, 12.3 and 12.4, the aggregate liability of each Party to the other Party arising out of or in connection with this Agreement, other than for non-payment by the Customer, shall not exceed the sum of the Charges paid by the Customer to Installer, whether that liability is based on an action or claim in Agreement, tort (including negligence), breach of statutory duty or otherwise.
   3. Neither Party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.
   4. The Installer shall not have any liability for any claim arising out of or in connection with this Agreement (whether based on an action or claim in Agreement, tort (including negligence), breach of statutory duty or otherwise), unless the Customer gives the Installer written notice specifying in reasonable detail the nature and extent of the claim within 12 months of that breach occurring.
   5. The Customer acknowledges and agrees that the allocation of risk in this clause 6 is fair and reasonable having regard to all the circumstances.
3. No assignment
   1. The Customer shall not assign, transfer or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of Installer.
4. Entire Agreement
   1. This Agreement constitutes the entire Agreement and understanding between the Parties regarding its subject matter, and its terms prevail over any prior agreement, understanding or arrangement between the Parties. No representation, undertaking or promise is to be taken to have been given or be implied from anything said or written in negotiations among the Parties prior to this Agreement except as expressly stated in this agreement.
5. Anti-bribery
   1. Each Party shall
      1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
      2. not engage in any activity, practice or conduct which constitutes an offence under the Bribery Act 2010, or would do so if such activity, practice or conduct had been carried out in the UK.
6. General
   1. Any variations to this Agreement shall be in writing and signed by both Parties.
   2. Except as otherwise stated in this Agreement, nothing in this Agreement shall constitute the Parties as partners, participants in a joint venture or co-owners, or constitute any Party as the agent, employee or representative of any other Party.
   3. Any waiver of any breach of any of the terms of this Agreement or of any default hereunder may not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.
   4. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original but all of which when taken together will constitute a single instrument.
   5. A person who is not a Party may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999. This Agreement may be terminated and any term may be amended or waived without the consent of any third party.
   6. If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable:
      1. the invalidity or unenforceability of such provision shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect; and
      2. If any provision of the Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.
7. Governing law
   1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
   2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by

for and on behalf of **[Installer name]**

Name: ………………………………………………………………………

Job Title: ……………………………………………………………………

Date: ………………………………………………………………………..

Signed by

for and on behalf of **Customer**

Name: ………………………………………………………………………

Job Title: ……………………………………………………………………

Date: ………………………………………………………………………..

Annex 1: Service description

1. Services
   1. The Installer shall
      1. Purchase and provide to the Customer the hardware set out below (if any);
      2. Download a copy of the software for the System software from <https://github.com/revk/SolarSystem> on behalf of the Customer;
      3. Install the software onto the hardware;
      4. Discuss and agree configuration requirements with the Customer, and configure the System in accordance with those requirements;
      5. Provide the Customer with an electronic backup copy of the configuration and
      6. Install the hardware at the Location.
   2. The Services do not include
      1. Support and maintenance for the System; and
      2. Repairs to paintwork or other damage necessarily caused in the performance of the Services.
2. Location
   1. [Address of installation location]
3. Hardware to be purchased and provided by the Installer
   1. [Raspberry Pi]
   2. [any alarm components, PIRs etc.]
4. Charges
   1. Installation: £[x] + VAT per hour
   2. Hardware: £[x] + VAT
5. Customer Notification Address
   1. Notices for the Customer shall be marked for the attention of [name] and sent or hand-delivered to [address].