

CAMERA MAINTENANCE AGREEMENT

This Camera Maintenance Agreement (“**Agreement**”) is made on **18 November 2025** (“**Effective Date**”) between:

- **Greenfield Office Park Ltd**, a company registered in England and Wales (Company No. 09234567) with its registered office at **12 Greenfield Way, Birmingham, B1 2AB, United Kingdom** (“**Client**”); and
- **Guardian Cameras & Security Ltd**, a company registered in England and Wales (Company No. 08123456) with its registered office at **48 High Street, Manchester, M1 3CD, United Kingdom** (“**Service Provider**”).

Client and Service Provider may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. TERM OF AGREEMENT

1.1 Start and End Date

This Agreement shall commence on **1 December 2025** (“**Start Date**”) and shall continue in effect until **26 January 2026** (“**End Date**”), unless terminated earlier in accordance with this Agreement.

1.2 Renewal

No later than **60 days** before the End Date, the Parties may agree in writing to renew this Agreement for a further period of **12 months** on mutually agreed terms.

2. SCOPE OF SERVICES

2.1 Covered Equipment

Service Provider shall provide maintenance services for the following camera and related systems installed at **Greenfield Office Park, 12 Greenfield Way, Birmingham, B1 2AB** (the “**Premises**”):

- 24 × Fixed dome CCTV cameras (1080p HD) – Model: **GC-DOME1080**
- 8 × PTZ (Pan-Tilt-Zoom) cameras (4MP) – Model: **GC-PTZ4M**
- 2 × Network Video Recorders (NVR) – Model: **GC-NVR32** (32-channel)
- Associated PoE network switches, power supplies, wall brackets, junction boxes, and cabling.

A detailed Equipment List, including serial numbers and locations, is set out in **Schedule 1 (Equipment List)**.

2.2 Preventive Maintenance

Service Provider shall carry out **quarterly** preventive maintenance visits (4 visits per year) during the Term, which shall include:

- a. Visual inspection of all cameras, housings, mounts, and brackets
- b. Cleaning of camera lenses and housings
- c. Checking and tightening of fixings, mounts, and brackets
- d. Verification of camera focus, alignment, and fields of view
- e. Testing of infrared (IR) function on applicable cameras
- f. Checking power supply units, PoE switches, and visible cabling
- g. Verification that all cameras are recording correctly on the NVRs
- h. Spot checks of recording playback (random time samples)
- i. Confirming recording retention period is at least **30 days** as agreed
- j. Checking for manufacturer firmware updates and applying them where appropriate and approved by Client.

2.3 Corrective Maintenance

In the event of a fault or malfunction of the Equipment, Service Provider shall:

- a. Provide remote diagnostic support during Service Hours;
- b. Attend the Premises, where necessary, to repair or replace faulty parts;
- c. Restore the system to proper operating condition as soon as reasonably practicable, subject to parts availability and site access.

2.4 Exclusions

The Services do **not** include:

- Repair of damage caused by vandalism, theft, fire, flood, lightning, power surges, or other force majeure events
- Repair of damage caused by misuse, negligence, or unauthorised modification by Client or any third party
- Relocation, redesign, or expansion of the system (e.g., adding new cameras or cabling routes)
- Provision of monitoring centre services or internet connectivity
- Replacement of NVR hard drives due to capacity upgrades requested by Client (as opposed to genuine failure).

Any such excluded work may be carried out under a separate quotation and agreement.

3. SERVICE LEVELS & RESPONSE TIMES

3.1 Service Hours

Standard service hours are **Monday to Friday, 09:00 to 17:30 (UK time)**, excluding bank/public holidays in England and Wales ("**Service Hours**").

3.2 Reporting Faults

Client shall report faults via **email to support@guardiancameras.co.uk** or by telephone on **0161 123 4567**, quoting the contract reference **GC/Greenfield/2025**.

3.3 Response Times

- **Remote response time:** within **4 business hours** from receipt of the fault report during Service Hours.
- **On-site response time:** within **2 business days** from receipt of the fault report during Service Hours where an on-site visit is required.

3.4 Resolution

Service Provider shall use reasonable endeavours to resolve faults as quickly as possible. Resolution times may vary depending on the complexity of the fault, parts availability, and site access arrangements.

4. CLIENT OBLIGATIONS

Client agrees to:

- Provide Service Provider with reasonable access to the Premises and Equipment during Service Hours;
- Ensure a representative is available to escort Service Provider's personnel and sign service reports;
- Maintain a safe working environment in compliance with health and safety legislation;
- Promptly notify Service Provider of any fault, suspected fault, or damage to the Equipment;
- Not permit any third party (other than Service Provider) to service, modify, or tamper with the Equipment without Service Provider's prior written consent, except in genuine emergencies.

5. FEES & PAYMENT TERMS

5.1 Maintenance Fees

In consideration of the Services, Client shall pay Service Provider:

- A fixed annual maintenance fee of **£4,800.00 (four thousand eight hundred pounds)** excluding VAT; and

- The cost of replacement parts not covered by the fixed fee, as set out in **Schedule 2 (Parts Pricing)**.

5.2 Payment Schedule

The annual maintenance fee shall be invoiced **quarterly in advance** in four equal instalments of **£1,200.00** excluding VAT, payable on or around:

- 1 December 2025
- 1 March 2026
- 1 June 2026
- 1 September 2026

5.3 Payment Terms

Client shall pay all undisputed invoices within **30 days** of the invoice date by bank transfer to the account details stated on the invoice.

5.4 Late Payment

If Client fails to pay any undisputed amount by the due date, Service Provider may charge interest at **4% per annum above the Bank of England base rate**, accruing daily from the due date until payment is received in full.

6. SPARE PARTS & REPLACEMENTS

6.1 Parts

Service Provider shall use new or refurbished parts of equal or higher specification than the original parts being replaced.

6.2 Ownership

Any parts removed from the Equipment become the property of Service Provider. Replacement parts installed become part of the Equipment owned by Client, once paid for in full.

7. REPORTING & DOCUMENTATION

7.1 Service Reports

After each preventive maintenance visit or corrective maintenance call-out, Service Provider shall provide a short written report, which will include:

- Date and time of attendance
- Work carried out
- Equipment inspected or repaired

- Any faults found and rectified
- Any outstanding issues or recommendations.

7.2 Records

Service Provider shall maintain records of maintenance visits, repairs, and parts replaced for the duration of this Agreement and for at least **12 months** after the End Date.

8. DATA PROTECTION & PRIVACY

8.1 Data Controller

Client is and remains the **data controller** for all video and related data processed by the Equipment.

8.2 Compliance

Client is responsible for ensuring that the use of CCTV at the Premises complies with all applicable data protection and privacy laws in the United Kingdom, including the UK GDPR and Data Protection Act 2018 (for example, signage, privacy notices, retention policies).

8.3 Service Provider Access to Data

Where Service Provider needs access to live or recorded video data to perform the Services:

- Access shall be limited to the minimum necessary;
- Service Provider shall keep all such data confidential and shall not copy, retain, or disclose such data except as necessary to perform the Services or as required by law.

If required, the Parties may enter into a separate data processing agreement.

9. CONFIDENTIALITY

Each Party shall keep confidential all information of a technical, commercial, or sensitive nature received from the other Party in connection with this Agreement and shall not disclose it to any third party except:

- To its employees, agents, or subcontractors who need to know such information for the purposes of this Agreement and are bound by confidentiality obligations; or
- As required by law, regulation, or court order.

This clause shall survive termination or expiry of this Agreement.

10. LIABILITY & INSURANCE

10.1 Limitation of Liability

Nothing in this Agreement limits or excludes either Party's liability for:

- Death or personal injury caused by its negligence;
- Fraud or fraudulent misrepresentation; or
- Any other liability that cannot be limited or excluded by law.

Subject to the above:

- a. Neither Party shall be liable to the other for any indirect or consequential loss, including loss of profit, loss of revenue, or loss of business; and
- b. Service Provider's total aggregate liability arising out of or in connection with this Agreement shall not exceed the total maintenance fees actually paid by Client to Service Provider under this Agreement in the **12 months** preceding the event giving rise to the claim.

10.2 Insurance

Service Provider shall maintain public liability insurance and professional indemnity insurance at levels reasonably appropriate to the Services and shall provide evidence of such insurance upon reasonable request.

11. TERMINATION

11.1 Termination for Convenience

Either Party may terminate this Agreement for convenience by giving **90 days'** written notice to the other Party. Such notice may not expire before **31 May 2026**, unless otherwise agreed in writing by both Parties.

11.2 Termination for Cause

Either Party may terminate this Agreement immediately by written notice if the other Party:

- a. Commits a material breach of this Agreement and, if the breach is capable of remedy, fails to remedy it within **30 days** of receiving written notice specifying the breach; or
- b. Becomes insolvent, enters into administration, receivership, or liquidation, or ceases to carry on business.

11.3 Effect of Termination

Upon termination or expiry:

- Service Provider shall cease providing the Services;
 - Client shall pay all outstanding fees for Services provided up to the effective date of termination;
 - Any pre-paid fees relating to Services not yet provided may be refunded on a pro-rata basis, if termination is due to Service Provider's material breach and no remedy is offered.
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12. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations (other than payment obligations) under this Agreement if such failure or delay is caused by events beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, strikes, failure of utilities, or government restrictions. The affected Party shall notify the other Party as soon as reasonably practicable.

13. GENERAL

13.1 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**. The Parties submit to the **exclusive jurisdiction of the courts of England and Wales**.

13.2 Entire Agreement

This Agreement, together with any Schedules attached, constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements, understandings, or representations, whether written or oral.

13.3 Amendments

No amendment to this Agreement shall be effective unless it is in writing and signed by authorised representatives of both Parties.

13.4 Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement to a successor entity in connection with a merger or sale of substantially all of its assets.

13.5 Notices

Notices under this Agreement shall be in writing and delivered by hand, by recorded delivery post, or by email to:

- For Client:
Greenfield Office Park Ltd
12 Greenfield Way, Birmingham, B1 2AB
Email: **facilities@greenfieldoffice.co.uk**
- For Service Provider:
Guardian Cameras & Security Ltd
48 High Street, Manchester, M1 3CD
Email: **contracts@guardiancameras.co.uk**

Notices shall be deemed received (a) if delivered by hand, on the date of delivery; (b) if sent by recorded delivery, two business days after posting; and (c) if sent by email, at the time of transmission (provided no bounce-back is received).

14. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

For and on behalf of Greenfield Office Park Ltd (Client):

Name: _____
Title: _____
Signature: _____
Date: _____

For and on behalf of Guardian Cameras & Security Ltd (Service Provider):

Name: _____
Title: _____
Signature: _____
Date: _____