

1.	Trading Name:
	Registered Name: <i>(if Company or Limited Liability Partnership):</i>
	Registered Number: <i>(If Company or Limited Liability Partnership):</i>
	Type of Business: <i>(Company, Limited Liability Partnership, Partnership etc):</i>

2.	Trading Address:	
	Invoice Address:	Registered Office: <i>(if Company or Limited Liability Partnership)</i>

3.	Telephone Number:	Fax Number:
	E-Mail Address:	URL (website):
	VAT / TVA Number <i>(this must be completed):</i>	

4.	Full List of Directors <i>(if a company)/ Full list of Partners</i> <i>(if a partnership)/ Full List of Employees with Authority to Contract on Behalf of the Business</i> <i>(if a Sole Trader):</i>		

If insufficient space, please complete on a separate sheet.

	Home Addresses and Telephone Numbers for all Persons Named Above:		

If insufficient space, please complete on a separate sheet.

5.	Nature of Business:	Credit Limit Required:
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6.	Number of years in business:	Annual Sales Volume:
	Number of Employees – Full Time: Part Time:	Do you own <input type="checkbox"/> rent or lease <input type="checkbox"/> your business location? <i>(please select correct option)</i>

7.	Name of Bank:		
	Address of Bank:		
	Clearing Number:	Account Number:	Sort Code:

8.	Contact Details: 1) Person Responsible for Paying the Account:		
	Name:	Job Title:	Telephone Number:
	Fax Number:	E-Mail Address:	

9.	Name and Address of two Trade Referees	
	1)	2)

10.	To be Completed by EMCS		
	Account Number:	Installer Number:	Credit Limit:
	Start Date:	Payment Terms:	Keyed by:
	Account Manager Name:	Account Manager Number:	Comments:

11.	Initial Term [] Months from Start Date <i>(only complete where Initial Term is not 12 months from the date the Credit Account Application Form is accepted by EMCS)</i>	Start Date:	Credit Limit Required:
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Credit Information

We will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about directors, partners or sole traders with a credit reference agency. Additionally we will monitor and record information relating to your trade performance and your trade credit performance. Such records will be made available to credit reference agencies, who will share that information with other businesses in assessing applications for credit and for fraud prevention and such records will be made available by ourselves to other organisations to assess applications for credit.

I/we acknowledge receipt of, and I confirm that I have read and accept, the Terms and Conditions for the Provision of Monitoring Services incorporated into this Credit Account Application Form ("the Terms") and the Alarm Monitoring Policy, CCTV Monitoring Services Schedule and Message Handling Services Schedule referred to in the Terms.

I understand that when EMCS accepts this Credit Account Application a binding contract shall be formed which shall apply to all services supplied by EMCS from the earlier of:-
 a) the date that EMCS accepts an EMCS Request For Central Station Connection Form referring to the Terms and this Credit Account Application Form; and
 b) the time that I/we first makes a connection to the Alarm Receiving Centre for the services referred to in an EMCS Request For Central Station Connection Form.

Signed _____ Dated _____ Name _____ [Block Capitals]

<i>If signing on behalf of a Company</i> On behalf of[Company Name] Trading as.....[Delete if not applicable] Position Held.....	<i>If signing on behalf of a Partnership/ Sole Trader</i> On behalf of..... [Trading name] Position Held.....
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1. INTERPRETATION AND FORMATION OF CONTRACT

1.1 In these Terms and Conditions, unless the context otherwise requires, the following words shall have the following meanings:-

- “Activation”** any indication of a condition change or condition fail to change enunciated which is contracted for display at an operator work station for the purpose of taking such actions as are set out in the Agreement;
- “Alarm Monitoring Policy”** EMCS' Alarm Monitoring Policy as supplied to the Customer with this Agreement;
- “Agreement”** an Agreement which has been formed as set out in clause 1.4;
- “Appropriate Authority”** the public body, authority, organisation or other entity responsible for regulating and/or responding to Signalled Alarm Conditions;
- “BS5979”** the British Standard code of practice for remote centres receiving signals from security systems, as amended or replaced from time to time;
- “CCTV Monitoring Services”** the CCTV monitoring service provided (where requested) in accordance with the Agreement;
- “CCTV Monitoring Services Schedule”** the CCTV Monitoring Services Schedule supplied to the Customer with this Agreement where this Agreement includes CCTV Monitoring Services
- “CCTV System”** any CCTV system installed at the Premises;
- “Charges”** the amounts to be charged to and paid by the Customer as set out in EMCS's standard scale of charges from time to time in force as notified to the Customer in writing;
- “Communication Centre”** any of EMCS's centres operating a signal monitoring system at which EMCS receives signals and provides the Monitoring Services;
- “Credit Account Application Form”** the credit account application form submitted by the Customer which incorporates these Terms and Conditions
- “Customer”** the person, firm or company with whom EMCS contracts for the provision of the Monitoring Services on the terms set out in this Agreement;
- “Customer Equipment”** all equipment belonging to or used by the Customer to which the Transmitter Unit is connected and the Transmitter Unit itself;
- “EMCS”** East Midlands Central Station Limited whose registered office is at Waterside House Tissington Close, Chilwell, Nottingham, NG9 6QG;
- “EMCS Equipment”** EMCS's alarm monitoring receiving equipment;
- “EMCS Request For Central Station Connection Form”** the request by the Customer for the supply of Monitoring Services;
- “End User”** any client of the Customer (if any) in respect of whom EMCS agrees to provide Monitoring Services;
- “End User Equipment”** any alarm system, communication device or connected equipment installed at the Premises;
- “False Activation”** any indication of a condition change or condition fail to change enunciated which is contracted for display at an operator work station for the purpose of taking such actions as are set out in the Agreement where the condition change or condition fail to change was generated in error and does not indicate the true status the condition change or condition fail to change is programmed to indicate;
- “Initial Term”** the period identified as such in the Credit Account Application Form, if any, and if none the period of 12 calendar months from the date the Credit Account Application Form is accepted by EMCS;
- “Message Handling Services”** the out of hours telephone answering service provided (where requested) in accordance with this Agreement and the Message Handling Services Schedule ;
- “Message Handling Services Schedule”** the Message Handling Services Schedule supplied to the Customer with this Agreement where this Agreement includes Message Handling Services
- “Monitoring Services”** the services specified in the Agreement to be provided by EMCS in accordance with clause 2 in respect of either the Customer or an End Under;
- “NetPORT”** the EMCS software system which can be accessed remotely by Customers;
- “Premises”** the premises at which the Transmitter Unit is installed as set out in the EMCS Request For Central Station Connection Form;
- “Signalled Alarm Condition”** any signal transmitted from a Transmitter Unit indicating that there has been an alarm activation at the End User's premises, including but not limited to signals from intruder, security, fire, environmental, medical and plant alarms and close circuit television systems;
- “Signalling Path Service Provider”** the provider of the communications link between each Transmitter Unit and the Communication Centre;
- “Transmitter Unit”** a device or devices connected to the Customer Equipment which transmits signals to the Communication Centre.

1.2 In these Terms and Conditions unless the context requires otherwise:

- 1.2.1 words importing the singular number include the plural and vice versa;
- 1.2.2 words importing any particular gender shall include all other genders;
- 1.2.3 references to persons shall include bodies of persons whether corporate or incorporate;
- 1.2.4 words importing the whole are treated as including a reference to any part of the whole;
- 1.2.5 any reference in these Terms and Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time;
- 1.2.6 any reference in these Terms and Conditions to a British Standard shall be construed as a reference to that standard as amended or replace at the relevant time; and
- 1.2.7 the headings in these Terms and Conditions are for convenience only and shall not affect its interpretation.
- 1.3 In these Terms and Conditions all references to “in writing” shall be deemed to include communications made in writing, by facsimile, by electronic mail or by any other electronic or computer based transmission and by such other form of communication as may be approved by EMCS from time to time.
- 1.4 This Agreement shall be formed when the Credit Account Application Form is accepted by EMCS and shall apply to all services supplied by EMCS from the earlier of:-
- 1.4.1 the date that EMCS accepts an EMCS Request For Central Station Connection Form referring to these Terms and Conditions and the Credit Account Application Form ;
- 1.4.2 the time that the Customer first makes a connection to the Communication Centre for services referred to in an EMCS Request For Central Station Connection Form.

2. MONITORING SERVICES TO BE PROVIDED BY EMCS

- 2.1 Provided always that the Customer has complied with its obligations under clauses 3 and 5 hereof EMCS shall use reasonable endeavours to provide the Monitoring Services during the continuance of this Agreement in accordance with the Alarm Monitoring Policy.
- 2.2 East Midlands Central Station Limited is a Category II remote alarm receiving centre monitoring Fire alarms, Intruder alarms and BS8418 Detector Activated CCTV Systems and other CCTV systems used in Security Applications.
- 2.3 Customer Complaints should be made in writing to the Control Room Manager, East Midlands Central Station Limited, Waterside House, Tissington Close, Chilwell, Nottingham NG9 6QG. Telephone: 0844 80 999 90, Email: admin@emcs.co.uk.

2.4 Where specified in the Agreement EMCS shall use reasonable endeavours to provide a Message Handling Service for the Customer in accordance with the Message Handling Service Schedule.

- 2.5 Where specified in the Agreement EMCS shall provide CCTV Monitoring Services for the Premises in accordance with the CCTV Monitoring Services Schedule.
- 2.6 All other duties, warranties or conditions which would otherwise be implied at or by common law, statute, trade usage or otherwise shall not form any part of the legal relationship between EMCS and the Customer provided that this sub-clause shall not have nor be deemed to have the effect of excluding any specific obligation or obligations exclusion of which is made void or is prohibited by law.
- 2.7 Where the Customer has an End User, the Customer agrees that EMCS shall be entitled to contact the End User directly for the purposes of performing its obligations and rights under this Agreement.

3. CUSTOMERS OBLIGATIONS

- 3.1 The Customer shall at all times during the continuance of this Agreement:
- 3.1.1 give to EMCS in writing full accurate and complete details of the End-User's premises, and of all (and as an absolute minimum two) keyholders to the alarm equipment who must conform to the requirements of the appropriate and Authority and as set out in the Alarm Monitoring Policy;
- 3.1.2 give to EMCS in writing full, accurate and complete details of any special instructions or other information which may be relevant or necessary for EMCS to have notice of for the provision of the Monitoring Services;
- 3.1.3 notify EMCS in writing of any Police Unique Reference Number, where police attendance is required in response to a Signalled Alarm Condition and of the Police Unique Reference Number is withdrawn or the police response is downgraded the Customer shall notify both EMCS and the End User in writing of such change and the current status of the police response;
- 3.1.4 where the Customer has an End User, in respect of all details held by it relating to that End User:
- 3.1.4.1 inform EMCS in writing of any changes to the End User's details, whether of a permanent nature or otherwise;
- 3.1.4.2 comply with its obligations under the Data Protection Act 1998;
- 3.1.4.3 check the accuracy and completeness of any End User's details as held by EMCS and made available by EMCS to the Customer from time to time and inform EMCS promptly in writing of any errors or inaccuracies in respect of the same
- 3.1.5 inform EMCS by telephone or in writing prior to the testing of or carrying out of any maintenance on any End User Equipment or Customer Equipment;
- 3.1.6 provide EMCS in writing with an up to date contact list for the Customer and inform EMCS in writing from time to time of all and any changes thereto;

- 3.1.7 indemnify and keep indemnified EMCS from and against all and any charges that may be made from time to time by an Appropriate Authority in respect of any false alarms or call outs at the Premises;
- 3.1.8 instruct the End User in the use of the End User Equipment and the Customer Equipment to ensure that false alarms transmitted to EMCS are kept to a minimum;
- 3.1.9 if, in the absolute opinion of EMCS, acting reasonably, Signalled Alarm Conditions from an End User become excessive, rectify the problem within 7 days of being notified to do so by EMCS. If the problem cannot be rectified the Customer shall, at the request of EMCS, remove the signalling service to EMCS from the Premises;
- 3.1.10 ensure that all End User Equipment and Customer Equipment is installed and/or maintained in accordance with the appropriate British Standard or other quality standard so as to minimise the Signalled Alarm Conditions and false call outs;
- 3.1.11 at all times during the continuance of the Message Handling Service (if part of this Agreement) comply with all requirements and obligations placed on the Customer under the Message Handling Service Schedule;
- 3.1.12 at all times during the continuance of the CCTV Monitoring Services (if part of this Agreement) comply with all requirements and obligations placed upon the Customer under the CCTV Monitoring Services Schedule.
- 3.2 The Customer agrees that neither the Customer, its agents nor the End User shall add to or modify the CCTV System without obtaining the prior written consent of EMCS.
- 4. NetPORT**
- 4.1 In consideration of the payment by the Customer, EMCS grants to the Customer and/ or End User a non-exclusive non transferable licence to use NetPORT for the duration of this Agreement on the terms set out in this Agreement.
- 4.2 In order to access NetPORT Customers must first apply online to access a certification from EMCS. EMCS shall process the certificate application and supply passwords and a user name to enable the Customer to access NetPORT within 10 days of the Customer.
- 4.3 EMCS will provide training on the use and operation of NetPORT on a date to be agreed between the parties. Training on the use of NetPORT is typically performed at the Customer's premises. The Customer must provide a suitable training environment. Alternatively training can be provided at EMCS' premises.
- 4.4 Daily data reports showing any changes the Customer makes using NetPORT will be available through NetPORT. It is the Customer's responsibility to ensure that its data on Net PORT is correct and up to date. EMCS has no liability to verify the accuracy of NetPORT data entered by the Customer nor has it any obligation to provide the Customer with any other data reports.
- 4.5 Whilst EMCS endeavours to ensure that NetPORT is normally available 24 hours a day, EMCS shall not be liable if for any reason NetPORT is unavailable at any time or for any period. Access to NetPORT may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the control of EMCS.
- 4.6 EMCS does not warrant that NetPORT or the server that makes it available will be free from viruses nor the interoperability of NetPORT with any hardware or software.
- 5. CHARGES**
- 5.1 Unless otherwise agreed in writing the Charges for the Initial Term shall be due and payable by the Customer (without any deduction withholding or set-off whatsoever) within 30 days of the earliest of (i) enablement of the signalling path, (ii) connection by EMCS to the End User Equipment or (iii) the commencement of the Monitoring Services. Thereafter Charges shall be payable in advance on each anniversary of the last day of the Initial Term. The time of payment of Charges shall be of the essence of this Agreement.
- 5.2 If the Customer fails to make payment on the due date EMCS shall be entitled upon 7 days notice in writing to the Customer to suspend the Agreement and reduce the level of the Monitoring Services under all Contracts for Monitoring Services. For the avoidance of doubt EMCS will still respond to Alarm Signal Conditions.
- 5.3 If the Customer then fails to make payment under clause 5.2 EMCS reserves the right to:
- 5.3.1 terminate the Agreement and withdraw all Monitoring Services under any Agreement upon 7 days notice in writing to the Customer;
- 5.3.2 where the Customer has an End User to notify the End User that monitoring accounts have not been settled and to terminate the Agreement and withdraw all Monitoring Services under any Agreement in respect of such End User upon giving 7 days notice in writing.
- 5.4 Following the expiration of the Initial Term, EMCS may increase or decrease all or any of Charges or introduce new charges by notifying the Customer of any such variation in or the introduction of a new charge in writing, any such increase or decrease to be effective from 30 days after the date of notification.
- 5.5 Should the tariffs charged by the Signalling Path Service Provider, in respect of the connection charge, calls rates or leased lines (provide circuits) be increased then EMCS reserves the right to increase charges to the Customer with immediate effect by such amount as may be necessary to reimburse EMCS for any increased or additional costs incurred by EMCS in providing the Monitoring Services.
- 5.6 All sums payable under this Agreement by the Customer, unless otherwise stated, are exclusive of Value Added Tax ("VAT") and any other sales tax or duty, and any VAT payable shall be payable by the Customer to EMCS in addition to the Charges.
- 5.7 EMCS hereby reserves the right to refuse to reconnect any Monitoring Services or renew any contracts if the Customer's account is in arrears.
- 5.8 If the Customer fails to make any payment on the due date then EMCS shall be entitled to charge the Customer interest (both before and after any judgement) on the amount unpaid on a daily basis at the rate of 8 per cent per annum above the Bank of England base rate from time to time until payment in full is made.
- 6. TERM AND TERMINATION**
- 6.1 EMCS agrees to provide Monitoring Services under this Agreement in respect of the Customer or where the Customer has an End User in respect of the End User for the Initial Term. Thereafter this Agreement shall continue in respect of the Customer or End User (where the Customer has an End User) until the expiration of not less than 30 days prior notice in writing from one party to the other.
- 6.2 In the event of termination under clause 6.1, EMCS will give credit to the Customer for Charges already paid pro rata for the remainder of the 12 month period from the date of EMCS's invoice, except where the Transmitter Unit is a digital communicator in which case no credit will be given.
- 6.3 EMCS may terminate this Agreement and any other Agreement forthwith by giving notice in writing to the Customer in any one or more of the following events:
- 6.3.1 if the Customer fails to pay the Charges by the due date;
- 6.3.2 if the Customer fails to comply with any of its obligations under this Agreement;
- 6.3.3 if any material change shall occur in the management, ownership or control of the Customer;
- 6.3.4 if the Customer shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrator, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party if a petition if presented or a meeting is convened for the purposes of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or
- 6.3.5 if any third party takes or threatens any action including but without limitation the commencement of legal proceedings to enforce or foreclose on any lien or mortgage over or in respect of any property of the Customer or to forfeit any estate on interest of the Customer in any property or enters or seeks to enter into possession thereof.
- 6.4 EMCS relies upon the Customer for the accuracy of the information it receives concerning the End User and its premises. Accordingly EMCS may terminate this Agreement forthwith by giving notice in writing to the Customer if the Customer or any officer, director or employee of the Customer gives to EMCS any false or misleading information, whether concerning the End User or its premises or otherwise, or any misrepresentation in connection with obtaining this Agreement or at any time during the continuance of this Agreement;
- 7. CONSEQUENCES OF TERMINATION**
- 7.1 Upon the termination or expiration of this Agreement for any reason, the Customer shall:
- 7.1.1 immediately pay to EMCS the full amount of all monies then or thereafter due to EMCS together with, if demanded by EMCS any interest thereon up until the date of payment; and
- 7.1.2 where the Customer has an End User, immediately inform the End User that the Monitoring Service under any Agreement has ceased to operate forthwith.
- 7.2 The expiration or termination of this Agreement shall be without prejudice to any accrued rights or liabilities of the parties hereto and any provisions hereof which relate to or govern the acts of the parties hereto subsequent to such expiry or termination shall remain in full force and effect and shall be enforceable notwithstanding such expiry or termination.
- 8. INDEMNITY**
- 8.1 The Customer shall keep indemnified EMCS against any claims in respect of loss, damage or injury to any person or property caused or resulting from a breach of the Customer's obligations under this Agreement or as a result of the Customer's negligence.
- 8.2 EMCS accepts liability for all claims made by any End User or any third party against EMCS or its agents or servants arising out of any negligent act or omission on the part of EMCS. The Customer is able to regulate and control the contractual relationship with End Users and so the Customer agrees to indemnify EMCS against all claims (including claims for loss by reason of death or personal injury) made by any End User or any third party against EMCS or its servants or agents where the claim arises out of any act or omission on the part of EMCS in connection with the performance of the Services where there has been no negligent act or omission by EMCS. EMCS's liability for claims brought by the Customer against EMCS is set out in clause 9.
- 8.3 EMCS shall only process personal data received by it from the Customer and/or the End User in accordance with the performance of its obligations under this Agreement, as required by the Customer and/or to contact the End User to notify it of the termination of this Agreement. Accordingly the Customer agrees to indemnify EMCS in respect of any breach of the Data Protection Act 1998 occasioned by the processing of personal data by EMCS in accordance with the provisions of this clause.

9. LIMITATION OF LIABILITY

THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISION OF THIS CLAUSE 9.

- 9.1 The following provisions set out EMCS's entire liability (including any liability for the acts and omissions of its employees) to the Customer in respect of:
- 9.1.1 any breach of its contractual obligations arising under this Agreement; and
- 9.1.2 any representation statement or tortious act or omission including negligence arising under or in connection with this Agreement
- 9.2 Any act or omission on the part of EMCS falling within clause 9.1 above shall for the purposes of this clause 9 be known as an "Event of Default".
- 9.3 EMCS's liability to the Customer for death or injury resulting from its own or that of its employees' negligence shall not be limited.
- 9.4 Subject to clauses 9.3 and 9.5 and without prejudice to the applicability (if any) of clause 9.2 above and subject always to the provisions of the Unfair Contract Terms Act 1977 the Customer hereby agrees and acknowledges that the aggregate liability of EMCS to the Customer for all Events of Default under this Agreement shall not exceed the lower amount of the following:
- 9.4.1 the actual amount of loss or damage suffered by the Customer; or
- 9.4.2 the sum of £750,000.00 (seven hundred and fifty thousand pounds).
- 9.5 Subject to clause 9.3 above EMCS shall not be liable to the Customer in respect of:
- 9.5.1 any Event of Default for any type of special indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or EMCS had been advised of the possibility of the Customer incurring the same;
- 9.5.2 any loss caused by any failure of or in the operation of any End User Equipment or Customer Equipment or by any failure or want of care in or other reference to any End User Equipment or Customer Equipment or work to or maintenance of any End User Equipment or Customer Equipment whether performed at or about the End User's premises or elsewhere;
- 9.5.3 any loss damage costs claims or expenses which may arise from any act or omission or default of the Customer for whatsoever reason and including but not limited to a breach of any provision of this Agreement;
- 9.5.4 any claim made against the Customer by any other party or person; or
- 9.5.5 any loss damage costs claims or expenses which may arise from the failure of any system or signal path operated or provided by the Signalling Path Service Provider.
- 9.6 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Agreement.
- 9.7 The Customer agrees to provide EMCS with a written notice to remedy any Event of Default which is capable of remedy and afford EMCS 21 days in which to remedy the Event of Default.
- 9.8 Except in the case of an Event of Default arising under clause 9.3 above EMCS shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have served notice of the same upon EMCS within 2 months of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.
- 9.9 Nothing in this clause 9 shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.
- 9.10 The Customer agrees and acknowledges that the limitations of liability set out in this clause 9 are fair and reasonable having regard to the facts that:
- 9.10.1 the potential losses which could or might be caused as a result of any breach of the terms of this Agreement are greatly in excess of wholly disproportionate to the amount being charged by EMCS for the provision of the Monitoring Services hereunder;
- 9.10.2 EMCS has no knowledge as to the value of any of the End User's property;
- 9.10.3 EMCS has no control over nor responsibility for the installation of any End User Equipment or Customer Equipment at the End User's premises; and
- 9.10.4 EMCS shall not be under any obligation to examine, enquire into or inspect any End User Equipment or Customer Equipment or to inspect the relevance, accuracy or any other aspect of such equipment;
- 9.10.5 insurance is available to the End User against the potential losses incurred by End User which could or might be caused as a result of any breach of the terms of this Agreement, and the Customer is able to advise the End User to effect and maintain such insurance.
- ## 10. ENFORCEMENT OF LIMITATIONS
- 10.1 Where the Customer has an End User, the Customer agrees to
- 10.1.1 indemnify EMCS its servants or agents against all loss damage costs claims or expenses arising out of any action brought by an End User (to whose or in respect of whose premises the Monitoring Service is to be provided or be agreed to be provided) up to the level of limitation of liability of EMCS and its employees and agents as set out in clause 9 above; and
- 10.1.2 disclose to all End Users the terms of clause 9 above and in particular the fact that the provision of the Monitoring Services (and where applicable, the CCTV Monitoring Services and/or the Message Handling Services) does not obviate the need for the End User to effect and maintain insurance in respect of the Premises and its contents and any business carried out thereon against the potential losses incurred by End User which could or might be caused as a result of any breach of the terms of this Agreement.
- 10.2 The Customer hereby acknowledges and admits that the effective operation and condition of the End User Equipment, the Customer Equipment and the signalling paths serving the End User's premises and connection to signalling parts is the

absolute liability of the Customer and hereby agrees that EMCS shall not incur any liability due to any fault defect or malfunction thereof.

- 10.3 The Customer hereby acknowledges and admits that it is solely responsible for the maintenance, correct and/or commissioning of the End User Equipment and the Customers' Equipment at the End User's premises.
- 10.4 The Customer agrees with EMCS that by virtue of the Contracts (Rights of Third Parties) Act 1999 the employees and agents of EMCS shall be entitled to the protection of all the terms and conditions hereof which expressly confer such protection on them in any claim by the Customer against such employees or agents.
- ## 11. APPROPRIATE AUTHORITIES
- 11.1 The Customer hereby acknowledges that EMCS's obligations to receive and transmit signals is subject to any limitations and conditions imposed from time to time by an Appropriate Authority and by the relevant Signalling Path Service Provider.
- 11.2 The Customer hereby acknowledges that certain Appropriate Authorities may from time to time impose changes on EMCS in respect of alarm signals notified to such Appropriate Authorities. The Customer agrees that any such charges shall be for the account of the Customer, and the Customer accordingly agrees either to pay such charges direct on the applicable payment terms, or to fully reimburse EMCS immediately upon demand by EMCS in respect of all such charges where the same are paid direct by EMCS.
- 11.3 The Customer shall notify EMCS forthwith in writing upon the Customer being made aware of any conditions, limitations or restrictions which may be imposed by an Appropriate Authority which may affect the provision of the Monitoring Services.
- ## 12. VARIATION
- 12.1 This Agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the parties.
- ## 13. FORCE MAJEURE
- 13.1 EMCS shall not be liable for any failure or delay in the performance of any of its obligations hereunder where such performance is delayed or affected by any contingency beyond the reasonable control of EMCS including but not limited to any industrial disputes, lock outs, strikes, fire, storm, acts of god, criminal damage, civil unrest, power failure, break down in machinery and acts of governmental authorities.
- ## 14. GENERAL
- 14.1 This Agreement and all the rights under it shall be personal to the Customer and the Customer shall not assign transfer or sub-contract or in any manner make over or purport to assign transfer or sub-contract or make over this Agreement or any part thereof without the prior written consent of EMCS.
- 14.2 No failure of EMCS to exercise any power given to it hereunder or to insist upon the strict compliance by the Customer with any obligation or condition hereof and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any of EMCS's rights hereunder.
- 14.3 All rights and remedies available to either of the parties under the terms of this Agreement or under the general law are to be cumulative, and no exercise by either of the parties of any such right or remedy is to restrict or prejudice the exercise of any other right or remedy granted by this Agreement or otherwise available to that party.
- 14.4 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements in connection with the subject matter hereof. Both parties hereby acknowledge that their only right of recourse shall be for breach of the terms of this Agreement (save in respect of fraudulent misrepresentation) and irrevocably and unconditionally waive any rights they may have to claim damages and/or rescind this Agreement for any misrepresentation, unless such misrepresentation was made fraudulently.
- 14.5 Any notice required to be given hereunder by any party hereto shall be delivered in person, by first class post, facsimile or email to the other party at the address set out in this Agreement. Any such notice shall be deemed to be received:
- 14.5.1 if delivered personally, at the time of delivery;
- 14.5.2 in the case of a facsimile or email at the time of transmission provided that a confirming copy thereof is sent by first class post to the other party within 24 hours of transmission; and
- 14.5.3 in the case of pre-paid first class post, 48 hours from the date of posting if deemed receipt is not within the hours of 9.00am and 5.00pm on a working day, at 9.00am on the first working day following delivery. For the purposes of this clause 'working day' means Monday to Friday.
- 14.6 All references to any legislation shall include references to such legislation as amended or re-enacted from time to time.
- 14.7 This Agreement and all rights and obligations of the parties hereto shall be governed and construed in accordance with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.
- 14.8 Subject to clause 10.4, this Agreement does not create any right enforceable by any person not a party to it except that a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to this Agreement.