

Decibel Fire and Security Services Agreement

Parties

Decibel Fire and Security Limited of, 1 Wheatstone Court, Davy Way, Waterwells Drive, GL2 2AQ

Background

Decibel Fire and Security are in the business of providing fire and security services. A Decibel Fire and Security Services Agreement will give you the all-important maintenance of your system, along with other supporting services to ensure your system works when you need it most in an emergency. A well-maintained system will be in better condition, functioning correctly for longer than a system just installed. Service inspections help to identify potential problems before they occur, giving you and your organisation both continued protection and compliance.

The Customer agrees to obtain, and Decibel agrees to provide the Services as detailed at Schedule 1 of this Agreement, on the terms set out in this Agreement.

Commencement and Duration

This Agreement shall commence on, the date of the service being carried out and shall continue for 12 months, unless terminated earlier by either party in accordance with the terms of this Agreement.

Service Summary

Decibel shall provide the Services detailed in Schedule 1 to the Customer in accordance with the terms of this Agreement.

For the avoidance of doubt, Decibel Fire & Security Ltd does not undertake the servicing, maintenance, inspection, or repair of any automated gates, gate mechanisms, or automatic door systems. The Company's obligations under this Agreement relate solely to the access control equipment and associated components installed in conjunction with such gates or doors, where applicable. Responsibility for the mechanical, electrical, or safety functions of the gates or doors themselves remains strictly with the Client and/or their appointed specialist contractor.

Decibel's Responsibilities

Decibel shall:

- Use reasonable endeavors to manage the services in accordance with this Agreement in all material respects.

- Use reasonable endeavors to meet any deadlines but any such dates shall be estimates only and time for performance by Decibel shall not be of the essence of this Agreement.
- Appoint a manager for the services. Decibel shall use all reasonable endeavors to ensure that the same person acts as the manager throughout the term of this agreement but may replace that person from time to time where reasonably necessary in the interests of Decibel's business.
- Use reasonable endeavors to observe all health and safety and security requirements that apply at any of the Customer's premises and that have been communicated to it if it shall not be liable under this Agreement if, because of such observation, it is in breach of any of its obligations under this Agreement.

Customers' Responsibilities

The Customer shall:

- Cooperate with Decibel in all matters relating to the services.
- Appoint a manager for the services.
- Provide, for Decibel, its agents, subcontractors, consultants, and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by Decibel.
- Provide Decibel in a timely manner with all documents, information, items, and materials in any form reasonably required by Decibel in connection with the services and ensure that they are accurate and complete.
- Inform Decibel of all health and safety and security requirements that apply at any of the Customer's premises.
- Ensure that all the Customer's equipment is in good working order and suitable for the purposes for which it is used in relation to the services.
- Obtain and maintain any licenses, consents to comply with legislation
- Keep and maintain Decibel's equipment in good condition or in accordance with Decibel's instructions from time to time and shall not dispose of or use Decibel's equipment other than in accordance with Decibel's written instructions of authorisation

If Decibel's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants, or employees, then, without prejudice to any other right of remedy it may have, Decibel shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

Charges and Payment

In consideration of the provision of the Services by Decibel, the Customer shall pay the Charges as set out in Schedule 2.

Data Protection

For this clause, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.

Both parties will comply with all applicable requirements of the applicable data protection laws. This clause is in addition to, and does not relieve, remove or replace a party's obligations or rights under applicable data protection laws.

Confidentiality

Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this Agreement.

Each party may disclose the other party's confidential information:

- to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purpose of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this obligation; and
- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

Limitation of liability

Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- death or personal injury caused by negligence.
- fraud or fraudulent misrepresentation; and
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

The aggregate liability of each Party to the other in respect of this Agreement (whether such liability arises under an indemnity in this Clause, in contract, in tort (including negligence), for breach of statutory duty, or otherwise) shall not exceed the annual contract price.

Notwithstanding anything contained in this Agreement, in no circumstances shall either party be liable to the other, in contract, tort (including negligence or breach of statutory duty) howsoever arising, and whatever the cause thereof, for any (i) loss of production, loss of profit, loss of business, loss of contracts, loss of revenues, in each case whether direct or indirect (ii) special, indirect incidental or consequential loss or damage of any nature whatsoever, or (iii) exemplary and/or punitive damages arising out of or in connection with this Agreement or howsoever.

The parties intend that their respective rights, obligations and liabilities as provided for in the Agreement shall be exhaustive of the rights, obligations and liabilities of each of them arising under, out of or in connection with the Agreement or its subject matter.

The limits of liability set out in this clause shall continue to bind the parties in relation to liabilities arising during the term of the Agreement notwithstanding any subsequent termination of the Agreement.

Termination

Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving one month's written notice to the other party if:

- The other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.
- The other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.
- The other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

Without affecting any other right or remedy available to it, Decibel may terminate this agreement with immediate effect by giving written notice to the Customer if:

- the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or there is a change of Control of the Customer.

On termination or expiry of this Agreement the Customer shall immediately pay to Decibel all outstanding Charges in respect of the Services supplied.

Force Majeure

If a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by acts of God, flood or other natural disaster, epidemic or pandemic, terrorist attack, civil war, riots, nuclear or chemical contamination, any law or any action taken by a government or public authority, collapse of buildings, fire, explosion or accident (a Force Majeure Event), the affected party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

The rights and remedies provide under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

Entire Agreement

This Agreement, including the Schedules, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

No Partnership or Agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter any commitments for or on behalf of any other party.

Each party confirms it is acting on its own behalf and not for the benefit of any other person.

Third Party Rights

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

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 of formation.

Name:

Position in the Company:

Signature:

Schedule 1: Services Details

To service and maintain the following:

Maintenance Frequency:

In compliance with the applicable standards, and Decibel terms and conditions, maintenance of the Security systems will be carried out as follows:

System Type	Maintenance Frequency (Per annum)
Fire Alarm	2 service visits per Year
Fire Extinguishers	1 Service Visit per Year
Emergency Lights	2 service visits per Year, 3-hour discharge on annual service
Intruder Alarm	1 Service visit per year 2 service visits per year if police monitored
Access Control	1 service visit per year
CCTV	1 Service visit per year
Monitoring	1 Service visit per year 2 service visits per year if police monitored

All charges for annual servicing shall be levied at the agreed Annual Service Rate. This rate encompasses the full annual service provision and includes the scheduled six-monthly (half-year) service visit as part of the annual service program.

Service Delivery Team & Out-of-Hours Support:

The Service team at Decibel will be responsible for providing all continuous service support and assistance with any problems or questions related to your Fire and Security systems. This will include providing technical support over the telephone, arranging scheduled system maintenance visits and any emergency engineer callouts.

Takeover of Systems

Prior to taking over the maintenance of any system, a special inspection will take place. Any issues that arise will be highlighted during this visit and Decibel will quote for required remedials. Should these recommendations not be completed Decibel will keep a record of this and this will potentially determine the ability to carry out future services.

Telephone: 01452 855959

Email: info@decibelfireandsecurity.com

Available: Monday to Friday, 08:30 to 17:30

Outside of our usual office hours, we operate an out-of-hours telephone service, giving you 24/7 access to a call-out engineer who can provide technical support, and attendance on site if required.

Call Out Rates

First hour £80.00 + Vat and any additional time after the first hour will be charged at £60.00 + vat per hour.

Out of Hours (5pm -8am) £100+VAT per hour.

Fire extinguisher services are charged at £5.00 + VAT per extinguisher

Response Capability:

Under the guidelines of our SSAIB accreditation (where applicable):

System Type	Maximum Response Time
Fire Alarm	8 Hours next working day
Fire Extinguishers	8 Hours next working day
Emergency Lights	8 Hours next working day
Intruder Alarm	8 Hours next working day
Access Control	8 Hours next working day
CCTV	8 Hours next working day

Engineer Resource:

We will allocate engineers with the right skills to effectively maintain your systems. Wherever possible, we will allocate the same engineer for each visit, providing you with consistency and familiarity with the personnel attending your sites.

As a minimum, we will always have 3 Service Engineers 'on-call - 24 hours a day. In total, All of our Decibel employed Engineers, are based in the Gloucestershire area.

Reporting:

We have invested heavily in our bespoke and sophisticated business system, which has been developed to provide our customers with the highest levels of system management and reporting. The level of information we're able to store allows us to provide detailed management information reports, personalised to suit your needs, at an interval that's right for you.

Schedule 2: Charges

Prompt payment is very much appreciated.

Decibel shall invoice the Customer for the Charges on completion of specific job.

The Customer shall pay each invoice submitted to it by Decibel within 30 days of receipt to the bank account detailed on the invoice.

Without prejudice to any other right or remedy it may have, if the Customer fails to pay Decibel any sum due under this Agreement on the due date:

- a) Decibel may suspend all or part of the Services until payment has been made in full.

All Charges are subject to change, however any increase in any Charges will be discussed with the Customer beforehand.

All sums payable to Decibel under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).