

Terms

TERMS AND CONDITIONS OF BUSINESS

Definitions

"Company" means Mint Security Systems Ltd.

"Customer" means the person, company, organisation, or entity purchasing services from the Company.

"System" means any fire detection system, fire alarm system, emergency lighting system, intruder alarm system, CCTV system, access control system, fire extinguisher equipment, or other security equipment supplied, installed, maintained, or monitored by the Company.

"Services" means installation, commissioning, maintenance, repair, monitoring, inspection, testing, certification, remote support, and associated services provided by the Company.

2. General

2.1 These Terms and Conditions apply to all quotations, contracts, sales, installations, maintenance agreements, monitoring agreements, and services supplied by the Company.

2.2 Any variation to these Terms must be agreed in writing by an authorised representative of the Company.

2.3 Acceptance of a quotation, purchase order, electronic acceptance, or commencement of work shall constitute acceptance of these Terms and Conditions.

2.4 Mint Security Systems Ltd operates in accordance with applicable industry standards and holds NSI Silver approval for relevant services within the scope of its certification.

3. Quotations and Orders

3.1 Quotations remain valid for 30 days unless otherwise stated.

3.2 The Company reserves the right to withdraw or amend quotations before acceptance.

3.3 Orders shall only become binding upon written acceptance by the Company.

3.4 Any additional works requested by the Customer beyond the agreed scope shall be chargeable.

4. Prices and Payment

4.1 Prices are exclusive of VAT unless otherwise stated.

4.2 Unless otherwise agreed, payment shall be due within 30 days of invoice date.

4.3 The Company reserves the right to require deposits and stage payments.

4.4 Interest may be charged on overdue accounts under the Late Payment of Commercial Debts (Interest) Act 1998.

4.5 The Customer shall reimburse all reasonable costs incurred in recovering overdue debts.

5. Installation Services

5.1 Installation work shall be carried out in accordance with relevant British Standards, NSI Codes of Practice, BAFE Scheme requirements (where applicable), manufacturers' recommendations, and current legislation.

5.2 Installation dates are estimates only and may be affected by site conditions, material availability, access restrictions, or circumstances beyond the Company's control.

5.3 The Customer shall provide suitable access, electrical supplies, and working conditions.

5.4 Unless specifically included, quotations exclude builders' work, asbestos surveys/removal, redecoration, specialist lifting equipment, scaffolding, and making good.

6. Ownership of Equipment

6.1 Ownership of equipment remains with the Company until all sums due have been paid in full.

6.2 Risk transfers to the Customer upon delivery or installation.

6.3 The Company may recover unpaid equipment where payment remains outstanding.

7. Maintenance Agreements

7.1 Maintenance agreements shall commence on the agreed start date.

7.2 Maintenance visits shall be carried out in accordance with the applicable British Standard and manufacturer recommendations.

7.3 Unless expressly stated, maintenance agreements exclude:

- Replacement parts
- Batteries
- Detector replacement
- Consumables
- Damage caused by third parties
- Vandalism
- Misuse
- Flooding
- Fire damage
- Lightning damage
- Power surges
- Environmental contamination

7.4 Corrective maintenance visits outside the scope of the agreement may be chargeable.

8. Subscription and Automatic Renewal

8.1 Maintenance and monitoring agreements shall continue for the agreed minimum term.

8.2 Unless either party gives not less than 90 days written notice before expiry, agreements shall automatically renew for successive periods of 12 months.

8.3 Annual charges may be adjusted upon renewal to reflect increases in labour, materials, insurance, compliance costs, telecommunications charges, and inflation.

9. Monitoring Services

9.1 Monitoring services are dependent upon the operation of communication networks and Alarm Receiving Centres (ARCs).

9.2 The Company cannot guarantee uninterrupted signal transmission.

9.3 The Customer shall maintain all required communication paths and associated subscriptions.

9.4 Any charges imposed by network providers, ARCs, emergency services, or third-party communication providers shall remain the responsibility of the Customer unless expressly stated otherwise.

10. Police Response and URN Services

10.1 Where police response is provided, the Customer shall comply with all relevant police security systems policies.

10.2 Withdrawal of police response due to excessive false alarms shall not constitute a breach by the Company.

10.3 The Customer shall be responsible for any charges relating to Unique Reference Number (URN) administration, renewal, or reinstatement.

10.4 The Company shall not be liable for any refusal, suspension, or withdrawal of police response.

11. Customer Responsibilities

The Customer shall:

- a) Maintain suitable electrical and communication services.
- b) Ensure authorised access to premises and equipment.
- c) Promptly report faults or damage.
- d) Prevent unauthorised interference with the System.
- e) Ensure staff are adequately trained in operation of the System.
- f) Maintain records where required by legislation or standards.

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12. False Alarms

- 12.1 The Customer shall take all reasonable steps to minimise false alarms.
- 12.2 Attendance caused by user error may be chargeable.
- 12.3 The Company accepts no liability for costs incurred due to false alarms, including emergency service charges.

13. Fire Safety Responsibilities

- 13.1 The Customer remains solely responsible for compliance with the Regulatory Reform (Fire Safety) Order 2005 and any successor legislation.
- 13.2 The Company's services do not replace the requirement for fire risk assessments, evacuation procedures, staff training, or other statutory duties.
- 13.3 No fire detection or alarm system can guarantee prevention of injury, death, or property loss.

14. Fire Extinguisher Maintenance

- 14.1 Where fire extinguisher maintenance services are provided, inspections shall be conducted in accordance with applicable British Standards.
- 14.2 Extinguisher discharge, misuse, vandalism, accidental damage, corrosion, theft, or replacement due to age may incur additional charges.
- 14.3 Condemned or non-compliant extinguishers shall be reported to the Customer and replacement costs shall be chargeable unless otherwise agreed.

15. CCTV and Data Protection

- 15.1 The Customer acknowledges that they are generally the Data Controller for any CCTV system installed by the Company.
- 15.2 The Customer shall ensure compliance with UK GDPR, the Data Protection Act 2018, and guidance issued by the Information Commissioner's Office.
- 15.3 The Company accepts no responsibility for unlawful use of recorded images by the Customer.
- 15.4 The Customer shall obtain all necessary consents and display appropriate signage where required.

16. Remote Maintenance and Cyber Security

- 16.1 The Company may provide remote access services for maintenance, diagnostics, updates, and support.
- 16.2 The Customer shall maintain appropriate internet connectivity and cyber security measures.
- 16.3 The Company shall not be liable for cyber-attacks, malware, ransomware, unauthorised network access, internet outages, or failures of third-party cloud services.
- 16.4 The Customer shall ensure passwords and access credentials are securely managed.
- 16.5 The Company reserves the right to disconnect remote access where security risks are identified.

17. Service Level Agreement (SLA)

Unless otherwise agreed in writing:

- Emergency faults: attendance target within 24 hours.
- Urgent faults: attendance target within 48 hours.
- Routine faults: attendance target within 5 working days.

Response times are targets only and are not guaranteed.
Response times may be affected by weather conditions, access restrictions, parts availability, public holidays, or events beyond the Company's control.

18. NSI and BAFE Compliance

- 18.1 Where services are provided within the scope of accreditation, the Company shall maintain compliance with applicable NSI Codes of Practice and relevant BAFE Scheme requirements.
- 18.2 Certification issued by the Company reflects the condition of the System on the inspection or commissioning date only.

- 18.3 Certification may be withdrawn where the System is altered, inadequately maintained, damaged, or otherwise rendered non-compliant.
- 18.4 Accreditation does not constitute a guarantee that fire, theft, criminal activity, loss, or damage will not occur.

19. Warranty

- 19.1 New equipment supplied by the Company shall carry a 12-month warranty unless otherwise stated.
- 19.2 The warranty excludes:

- Accidental damage
- Misuse
- Vandalism
- Environmental damage
- Lightning damage
- Water ingress
- Third-party interference
- Consumable items

- 19.3 The Company's liability shall be limited to repair or replacement of defective equipment.

20. Limitation of Liability

- 20.1 The Company shall exercise reasonable skill and care in performing its obligations.
- 20.2 The Company shall not be liable for indirect, consequential, special, or economic losses, including loss of profits, revenue, contracts, business interruption, or goodwill.
- 20.3 Subject to clause 20.4, the Company's aggregate liability arising from any contract shall not exceed the total contract value or £1,000,000, whichever is lower.
- 20.4 Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability that cannot lawfully be excluded.

21. Force Majeure

The Company shall not be liable for delays or failures arising from circumstances beyond its reasonable control including acts of God, severe weather, flood, fire, war, terrorism, strikes, shortages, utility failures, telecommunications failures, pandemics, or government restrictions.

22. Cancellation and Termination

- 22.1 Orders cancelled after acceptance may incur charges for completed work, ordered materials, administration costs, and loss of anticipated revenue.
- 22.2 Maintenance and monitoring agreements may only be terminated in accordance with the contractual notice period.
- 22.3 The Company may suspend services where payments remain overdue.

23. Complaints Procedure

- 23.1 Complaints should be submitted in writing to Mint Security Systems Ltd.
- 23.2 Complaints shall be investigated in accordance with the Company's documented complaints procedure.
- 23.3 Customers may request escalation in accordance with applicable NSI requirements where relevant.

24. Governing Law

- 24.1 These Terms and Conditions shall be governed by the laws of England and Wales.
- 24.2 Any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.