



NORTHPOINT

FIRE & SECURITY

Standard Conditions

2.1 Agreement Overview

2.1.1 This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between NorthPoint Fire and Security Ltd and the Client for the provision of annual service requirements to support and sustain the agreed systems as agreed below or as installed by NorthPoint Fire and Security Ltd.

2.1.2 This Agreement remains valid until superseded by a revised agreement mutually agreed by both parties. Any order or invitation to treat or acceptance from you which incorporates any term or condition in conflict with these Conditions or which extends our liability from these Conditions shall not be incorporated into any contract with us unless expressly done in writing by our Director prior to the formation of any contract.

2.1.3 This Agreement outlines the parameters of all services covered as they are mutually understood by both parties. This Agreement is subject to NorthPoint Fire and Security Ltd standard terms and conditions, available upon request.

2.2 Objective of Agreement

2.2.1 The goal of this Agreement is to ensure that the proper elements and commitments are in place to provide a consistent and reliable service to the client by the Service Provider.

2.2.2 The objectives of this Agreement are to provide clear reference to service ownership, accountability, roles and/or responsibilities. Present a clear, concise and measurable description of service provisions to the Client. Match perceptions of expected service provision with actual service support and delivery.

2.3 Service Provider Responsibilities

Our responsibilities and requirements in support of this agreement include:

2.3.1 Meeting the annual number of Preventive Maintenance visits as per British standards as per section 1.8 or as amended under section 1.4.

2.3.2 Providing a Call Out facility during and outside normal working hours chargeable as per section 1.6.

2.3.3 Using our best endeavours to meet call out response times, these are: 4 Hours - Security Systems. 8 Hours - Fire Alarm Systems. 24 Hours - All Other Systems.

2.3.4 Providing appropriate notice to the Client for all preventative maintenance visits.

2.3.5 Providing access to 24 hour technical telephone support.

2.3.6 Providing NorthPoint Fire and Security log books for maintained systems.

2.3.7 Providing a NorthPointWelcome Pack.

2.3.8 Providing high speed Engineer Reports and Certificates where applicable.

2.3.9 Completing and replacing additional works and parts as per your instructions.

2.3.10 A 10% discount on equipment used in all corrective and repair works.

2.4 Client Responsibilities

Your responsibilities and requirements in support of this agreement include:

2.4.1 Paying for all service and maintenance costs at the agreed interval. For the avoidance of doubt this shall be 30 days net.

2.4.2 Providing reasonable availability of customer representatives when resolving a service related incident or request.

2.4.3 Making available system documentation upon request. For example, relevant drawings, as fitted drawings, asset registers and certificates.

2.4.4 Making available service log books on all site visits.

2.4.5 Ensuring your logbooks are kept up to date and readily available.

2.4.6 Providing a copy of your Fire Risk Assessment, if you have one. Please note NorthPoint can perform this function at additional cost.

2.4.7 24hr after the installation of an emergency light luminaire you should retest the device for its full rated duration. precautions may be necessary within 24 hrs until the luminaire is fully charged.

2.4.8 BS5266-1:2016 advises full rated duration tests when a) the building is empty or times of minimal risk and, b) test alternate luminaires at one time. We shall provide testing in one instance at the scheduled service time unless otherwise agreed.

2.4.9 Providing access to all areas. If a particular area cannot be accessed a return visit may be necessary at additional cost.

2.5 Service Standard

2.5.1 Your services shall be performed in a professional and timely manner. Planned and Corrective Maintenance shall be performed in accordance with the standards and codes of practise in section 1.8, where applicable. Or as amended by section 1.4.

2.5.2 The services provided within each system may vary according to the system type and manufacturer. On request, we shall provide you with an exhaustive list of services.

2.6 Additional Services (Costs)

2.6.1 Your Service price (section 1.5) includes the planned maintenance visits detailed in section 1.3 or as amended in section 1.4 and any applicable yearly remote monitoring and/or police response fees.

2.6.2 As an important service customer you have access to our additional contract services which shall be chargeable at our favourable call out rates (see section 1.6).

These additional contract services include:

- In-Hours call outs
- Out-of-hours call outs
- 24 hour telephone support

2.6.3 Other additional services that are charged on an individual basis include (including but not limited to):

- Replacement parts
- Corrective Works (repairs)
- Upgrades and additional works
- Repairs after our warranty has expired or void

2.6.4 In the event minor corrective works or replacement parts are required and can be fit during the engineers visit, the works shall be performed and be invoiced to you. If major works are required or a return visit is necessary a quotation shall be prepared and we shall seek approval from you before commencing such works.

2.6.5 All prices and costs are subject to NorthPoint Fire and Security Ltd standard terms and conditions.

2.7 Service Locations

The service location shall be detailed in section 1.2. Or, if the agreement is multi-site, those contained within Appendix A as amended from time to time.

2.8 Commencement Date

This Agreement shall commence from the commencement Date provided in the Client Section.

2.9 Periodic Review

2.9.1 This Agreement should be reviewed annually.

2.9.2 In lieu of a review during any period specified, the Agreement will remain in effect.

2.10 Duration

2.10.1 The Initial Contract Term shall be twelve months or as provided in the Client Section 3.3 if different.

2.10.2 Should either party fail to terminate the Agreement and the Initial Term has passed, The Agreement shall renew into a further 12 month Contract Term.

2.11 Termination

2.11.1 Either party may terminate this agreement on giving the other not less than 3 months notice subject to section 2.11.3.

2.11.2 Either party may terminate this agreement immediately on giving the other notice if:

- a) The other party commits a material breach of this Agreement and fails to remedy such breach, if remediable, within 14 days of written notification of such breach; or
- b) The other party suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- c) The other party suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of its business.

2.11.3 It is understood at the commencement and renewal of a contract, to maintain your services, we must accrue costs and liabilities. As a result, on termination of this agreement for any reason:

- a) You shall pay us all of our outstanding unpaid invoices and, in respect of Services/Goods supplied but for which no invoice has been submitted, we may submit an invoice, which shall become payable.
- b) In the event an Initial Contract Term is greater than 12 months, in respect of Services/Goods not supplied and no invoice has been submitted we may submit an invoice to you for the remaining annual prices which shall become payable.
- c) Sections which expressly or by implication have effect after termination shall continue in full force and effect.

2.12 Governance

2.12.1 We shall attend progress meetings with you at the frequency and times specified by you and shall ensure that our representatives are suitably qualified to attend such meetings; and

2.12.2 We shall submit progress reports to the you at the times and in the format specified by you.

2.13 Records

2.13.1 We shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer.

2.13.2 We shall on request afford you or your representatives such access to those records as may be reasonably requested by you in connection with the Agreement.

2.14 Arbitration

Any dispute or difference arising out of or in connection with this Agreement shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators.

2.15 Variation

2.15.1 Contents of this document may be amended as required, provided mutual agreement is obtained from both parties.

2.15.2 We reserve the right to reasonable amend the prices.

2.15.3 NorthPoint Fire and Security Ltd standard terms and conditions shall apply to this agreement however, where there may be a conflict between the provisions of this

agreement and the standard terms and conditions, this agreement shall take precedence.

2.16 Notice

2.16.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

2.16.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

2.17 Severance

If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement and the validity and enforceability of the other provisions of the agreement shall not be affected.

2.18 Arbitration

Any dispute or difference arising out of or in connection with this Agreement shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators.

2.19 Set Off

You shall not be entitled to set off any amounts due to the Supplier against any one contract against any other contract made between the Parties.

2.20 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 (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

