



PORTAL SECURITY LTD

CCTV - TERMS & CONDITIONS

Portal Security Ltd, 26 Tannoch Drive,
Cumbernauld, G67 2XX
T | 0330 135 4933
E | info@portalsecurity.com
www.portalsecurity.com

1. Equipment Hire

- 1.1. Portal Security shall rent the equipment to the customer for use at the site, subject to the conditions listed in this document.
- 1.2. Portal Security shall not, other than in the exercise of its rights under these conditions or applicable law, interfere with the customer's quiet possession of the equipment.

2. Rental Period

The Rental Period starts on the commencement date. It shall remain in force for the Minimum Hire Period and shall continue thereafter until the contract is terminated in accordance with these Terms and Conditions.
The customer shall pay the rental payments to Portal Security in accordance with the Payment Schedule.

- 2.1. The Rental Payments are exclusive of VAT and any other applicable taxes/duties or similar charges which shall be payable by the customer at the rate and in the manner from time to time as prescribed by law.
- 2.2. Portal Security shall be entitled to charge the customer for any additional costs incurred as a result of the following:
 - (a) Unauthorised moving of the equipment by the customer;
 - (b) Installation or moving of equipment by Portal Security not being possible within normal business hours;
 - (c) Any investigation by Portal Security of any matter relating to the equipment in connection with health and safety, theft or malicious damage or interference;
 - (d) Requests by the customer for footage recorded by the equipment (whether or not this requires a site visit by an engineer);
 - (e) To either renew charge/cable damage.
 - (f) Delays in delivery or installation caused by or at the request of the customer;
 - (g) Movement of equipment;
 - (h) Requests by the customer for any matter which requires a site visit by a representative of Portal Security.

and all such matters shall be charged at Portal Security's *then* current rates and Portal Security shall be entitled to change such rates at any time. However, such changes shall not come into effect until Portal Security has notified the customer.

Such rates are as follows:

- (a) Investigations by Portal Security of any matter relating to the equipment in connection with health and safety, theft or malicious damage or interference shall be subject to a one-off charge of £85;
- (b) All other matters shall be charged at £65 per hour for the first hour (or part thereof) and £35 per hour thereafter.
- (c) If equipment is damaged during site working hours the customer will be charged at cost for the equipment plus 25%.





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- 2.3. All amounts due to Portal Security under these conditions 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.) The timing of the payment shall be agreed beforehand with Portal Security.
- 2.4. If the customer fails to make any payment due to Portal Security under these conditions by the due date for payment, then, the customer shall pay interest on the overdue amount at the rate of 8% per annum above Royal Bank of Scotland's base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The customer shall pay the interest together with the overdue amount.

3. Delivery and Installation

- 3.1. Delivery of the equipment shall be made by Portal Security on the date and time agreed between the parties.
- 3.2. Portal Security shall install the equipment at the site. The customer shall procure that a duly authorised representative (of the customer) shall be present at the installation of the equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the customer has examined the equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended.
- 3.3. To facilitate delivery and installation, the customer shall provide all requisite facilities, access and suitable working conditions to enable delivery and installation to be carried out safely and expeditiously. They shall also provide power where the installation takes place.

4. Risk

- 4.1. The Equipment shall at all times remain the property of Portal Security, and the customer shall have no right, title or interest in or to the equipment (save the right to possession and use of the equipment subject to the terms and conditions of this document).
- 4.2. The risk of loss, theft, damage or destruction of the equipment shall pass to the customer on delivery. The equipment shall remain at the sole risk of the customer during the Rental Period and any further term during which the equipment is in the possession, custody or control of the customer (Risk Period) until such time as the equipment is redelivered to Portal Security. During the Rental Period and the Risk Period, the customer shall, at its own expense, obtain and maintain the following insurances:





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- 4.2.1. Insurance of the equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Portal Security may, from time to time, nominate in writing;
- 4.2.2. Insurance for such amounts as a prudent owner or operator of the equipment would insure for, or such amount as Portal Security may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the equipment; and
- 4.2.3. Insurance against such other or further risks relating to the equipment as may be required by law, together with other insurances Portal Security may consider necessary. In this case, Portal Security will advise the customer.
- 4.3. The Customer shall give immediate written notice to Portal Security in the event of any loss, accident or damage to the equipment arising out of or in connection with the customer's possession or use of the equipment.

5. Customer's Responsibilities

- 5.1. The Customer shall during the term of these conditions:
 - 5.1.1. Maintain a constant supply of power.
 - 5.1.2. Ensure that the equipment is used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by Portal Security.
 - 5.1.3. Take such steps (including compliance with all safety and usage instructions provided by Portal Security) as may be necessary to ensure, so far as is reasonably practicable, that the equipment is at all times safe and without risk to health.
 - 5.1.4. Make no alteration to the equipment and shall not remove any existing component(s) from the equipment.
 - 5.1.5. Keep Portal Security fully informed of all material matters relating to the equipment.
 - 5.1.6. Keep the equipment at all times at the site and not move or attempt to move any part of the equipment within the site or to any other location without consulting the company.
 - 5.1.7. Permit the company or its duly authorised representative to inspect the equipment at all reasonable times and for such purpose to enter upon the site or any premises at which the equipment may be located. This includes granting reasonable access and facilities for such an inspection.
 - 5.1.8. Not suffer or permit the equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process. But if the equipment is so confiscated, seized or taken, the customer shall notify Portal Security immediately. In this situation, the customer shall, at its sole expense, use its best endeavours to procure an immediate release of the equipment and indemnify Portal Security on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation.
 - 5.1.9. Ensure that at all times the equipment remains identifiable as being Portal Security's property and wherever possible shall ensure that a visible sign to that effect is attached to the equipment.
 - 5.1.10. Notify the Company immediately of:





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- 5.1.10.1. Any change in the use of the site or any part thereof.
- 5.1.10.2. Any material changes in risk levels or value of assets at the site.
- 5.1.10.3. Any changes to construction works and/or site layouts at the site.
- 5.1.10.4. Updates to site working hours on a weekly basis to prevent false activations.

5.1.11. Carry out all necessary maintenance and remedial works at the site in order to minimise the risk of false alarms. Works which may include fixing flapping materials, trimming vegetation, clearing litter, moving lighting and carrying out such other maintenance tasks as may be reasonably required by the Portal Security from time to time.

5.1.12. Take such steps as may be necessary to ensure, so far as is reasonably practicable, that the site is secure at all times and that the equipment is free from risk of theft, interference or damage.

5.1.13. Appoint a keyholder for the site who will at all times be able to respond within 20 minutes to any call from Portal Security or a third party relating to any matter connected to the equipment or the security of the site, and to notify Portal Security of the identity and contact details of such keyholder. The customer shall also immediately notify Portal Security of any change in such information.

5.2. The Customer acknowledges that Portal Security shall not be responsible for any loss of or damage to the equipment arising out of or in connection with any negligence, misuse, mishandling of the equipment or otherwise caused by the customer or its officers, employees, agents and contractors. The customer undertakes to indemnify Portal Security on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the customer to comply with the terms of these conditions.

6. Portal Rapid Response

Activation response if required will be charged at £65 per hour for the first hour then £35 per hour thereafter.

7. False Activations

Activations caused by personnel onsite out with the agreed hours stipulated in 5.1.9.4 may result in additional costs and sensors being isolated leaving the site unprotected.

8. Remote Viewing





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- 8.1. Portal Security shall use reasonable endeavours to provide the customer with access details for remote viewing of the live footage captured by the equipment. Continuous access to remote viewing cannot be guaranteed and Portal Security shall not be liable to the customer in the case that remote viewing is unavailable at any time.
- 8.2. The Customer's use of the remote viewing facility shall at all times be subject to fair usage. For the purposes of these Conditions, fair usage for remote viewing shall comprise a maximum of 15 minutes remote viewing by the customer in any 24-hour period.
- 8.3. The customer shall be deemed to be using the remote viewing facility at any time that the viewing facility remains connected on the customer's computer. The customer must be aware that this will be the case whenever the customer has the viewing facility open, even if the viewing screen is minimised on the customer's computer.

9. Movement of the Equipment

- 9.1. Movement and re-deployment within a site will be subject to a new quotation from Portal Security.
- 9.2. Should the customer require the equipment to be moved within the site then the customer shall give the Portal Security, not less than five Business Days' notice.

10. Warranty and Maintenance of the Equipment

- 10.1. Portal Security warrants that the equipment shall, at the time of installation substantially conform to its specification, as set out in the quotation. All other warranties, conditions or terms relating to purpose, merchantability or condition of the equipment and whether implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 10.2. Portal Security may isolate and suspend any detector(s) which is/are causing multiple false alarms, without liability to the customer. Portal Security will replace or repair any such detector(s) within a reasonable period.
- 10.3. In the event of a system fault or customer callout, Portal Security shall respond as follows:
 - 10.3.1. Critical Failure – Portal Security will attend on site or remotely access the equipment within three working days.
 - 10.3.2. Non-critical Failure – Portal Security will attend on site or remotely access the equipment within five working days. In either case, Portal Security shall use reasonable endeavours to rectify the fault as quickly as reasonably practicable.

11. Monitoring

Portal Security shall not provide any monitoring service. The monitoring service shall be carried out by a third party approved by Portal Security.





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12. Liability

12.1. Without prejudice to clause 13.2, Portal Security shall not be liable to the customer under these Conditions for any:

- 12.1.1. Loss of profit;
- 12.1.2. Loss of revenue
- 12.1.3. Loss of business; or
- 12.1.4. Indirect or consequential loss or damage,

in each case, however caused.

13. Termination

13.1. Either party may terminate the contract after the end of the minimum hire period on giving the other not less than 15 business days' notice in writing.

13.2. Without affecting any other right or remedy available to it, Portal Security may terminate the contract with immediate effect at any time by giving notice to the customer if:

- a) The customer fails to pay any amount due under these conditions on the due date for payment and remains in default not less than 5 Business Days after being notified to make such payment.
- b) The Customer repeatedly breaches any of the terms of these conditions 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 these conditions.
- c) An application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer.
- d) The Customer is subject of a bankruptcy petition or order.

13.3. These conditions shall automatically terminate if a Total Loss occurs in relation to the equipment.

