



SMART  
**CCTV**  
SYSTEMS

***-General Service Agreement-***



SMART  
**CCTV**  
SYSTEMS

## Smart CCTV Systems

Address: 130 Belgrave Road, Coventry,  
CV2 5BH

Coventry Office: **024 7699 1961**

Email: **[sales@smartcctvsystems.co.uk](mailto:sales@smartcctvsystems.co.uk)**

Opening Hours:

Mon – Fri: 9 AM – 5 PM

Sat: 10 AM – 5 PM

Sun: Closed

# GENERAL SERVICE AGREEMENT

 02476991961  [sales@smartcctvsystems.co.uk](mailto:sales@smartcctvsystems.co.uk)



## **BACKGROUND**

The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.

The Contractor is agreeable to providing security system services and installations to the Client on the terms and conditions set out in this Agreement.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this contractual agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor agree as follows:

## **SERVICES PROVIDED**

The Client hereby agrees to engage the Contractor to provide the Client with the following service of installing the attached services outlined in the proposal document within the client's property/ properties.

The Services may also include any other tasks which the parties may agree on that the contractor hereby agrees to provide such services to the Client.

## **TERM OF AGREEMENT**

The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion and the full payment of the Services provided to the client, subject to earlier termination, as provided in this Agreement. The Term may be extended with the written consent of the Parties.

If either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide three working days' written notice to the other Party.

## **PERFORMANCE**

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

## **PAYMENT**

The Contractor will charge the Client a flat fee for the chosen services.

A deposit payment of exactly 50% of the chosen service is payable by the Client upon execution of this agreement and three working days commencing of the installation.

For the remaining amount, the Client will be invoiced when the Services are complete or staged payments as outlined in the proposal or other written agreement.

Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

If the client fails to pay the remaining amount after 30 days of receiving the invoice, the contractor has the full right of claiming an 25.00% interest rate in accordance to commercial payment legal binded guidelines.

In the event that this Agreement is terminated by the Client prior to completion of the Services, but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Contractor.

The Payment as stated in this agreement does include Value Added Tax.

The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment. The Contractor will indemnify the Client in respect of any such payments required to be made by the Client.

The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation.

#### **MILEAGE**

A mileage payment of the national standard of £0.45 per mile will be applicable if the client site is over 5 miles from the Contractor's office location. This cost will be included in the invoice payable by the Client.

#### **REIMBURSEMENT OF EXPENSES**

The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.

All expenses must be pre-approved by the Client if over the value of a £500 fee.

#### **PENALTIES FOR LATE PAYMENT**

Interest payable on any overdue amounts under this Agreement is at a rate of 25.00% per annum or at the maximum rate enforceable under applicable commercial legislation.

#### **CONFIDENTIALITY**

Confidential information refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

In accordance to GDPR and The Data Protection Act 2018 the contractor will not expose any confidential or personally identifiable information surrounding the client's property, name, contact information and financial transactions between the contractor and the client unless the client has given case study approval that will be outlined in an additional case study consent document.

As the contractor may have stored personal data for business purposes, they are obliged to follow strict rules called 'data protection principles.' They must ensure that the information is:

- I. used fairly, lawfully, and transparently
- II. used for specified, explicit purposes
- III. used in a way that is adequate, relevant, and limited to only what is necessary
- IV. accurate and, where necessary, kept up to date
- V. kept for no longer than is necessary
- VI. handled in a way that ensures appropriate security, including protection against unlawful or unauthorised processing, access, loss, destruction, or damage

**(The Data Protection Act, 2018)**

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information, regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

**OWNERSHIP OF INTELLECTUAL PROPERTY**

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner in accordance to the Intellectual Property Act 2014.

The client will give the contractor permission to commence installations on their Intellectual Property. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for all damages resulting from the unauthorised use of the Intellectual Property.

**(The Intellectual Property Act 2014)**

**RETURN OF PROPERTY**

Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

In the event that this Agreement is terminated by the Client prior to completion of the Services the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties.

**CAPACITY/INDEPENDENT CONTRACTOR**

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

### **RIGHT OF SUBSTITUTION**

Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services. If the subcontractor is also an independent contractor or also offers freelance services, then they are not obliged to promote or offer their personal services to the client when subcontracted to the contractor and participating within the contractor's services within the warranty period. In breach of this contractual agreement, the subcontractor will not be paid for their services by the Contractor.

If the Contractor hires a sub-contractor, the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.

for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

### **AUTONOMY**

Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. Under the 'autonomy principle' of Civil Law, the Contractor will work autonomously and not at the direction of the Client. The Contractor is under no obligation to discuss or disclose details of financial transactions of the company with the client. Unless installation components are provided by the client to the contractor, then the contractor is under no prerequisite to reveal financial details of the equipment used and installed with the client. Additionally, in accordance to **The Data Protection Act 2018** no personal information enveloping the employees of the contractor will be disclosed to the client by the contractor. The contractor is under full control of all the chosen equipment following the clients' request of security systems.

However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

### **NOTICE**

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to The contractor at the following address:

**Smart CCTV Systems,**

**130 Belgrave Road,**

**CV2 5BH**

## **INDEMNIFICATION**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **MODIFICATION OF AGREEMENT**

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party on a separate document that will be disclosed with this contract.

## **TIME OF THE ESSENCE**

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

This Agreement will endure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the updated laws of England. This contract will only be viewed by relevant company administrators and both parties in agreement to the UK data protection laws.

## **FREE-SUPPORT PERIOD**

A year is allocated for the client to gain access to free support from Smart CCTV Systems Ltd. This free support is inclusive of any issues that occur to the system. This free support is not inclusive of any general wear and tear of the system installed. After completion of the installation, the one-year free support warranty is not valid until the system cost is paid in full. Under warranty timeline, a critical system failure will be initially attended within a timeline of 14 days after receiving an initial enquiry. However, this timeframe may also vary as some warranty repairs will be subject to manufacturer timelines and whether items are in stock or not.

## **NON-REFUNDABLE DEPOSIT**

A deposit of 50% of the installation fee is required to secure the installation dates. The 50% deposit made by the client to Smart CCTV Systems is non-refundable and cannot be returned to the client if it is later decided that the installation will not take place.

#### **SEVERABILITY**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

#### **WAIVER**

The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions. By agreement and signature to a proposal sent by Smart CCTV Systems, the client is also in agreement to all the clauses listed in the General Services Agreement.

