

# A Eye Solutions Limited Master Terms & Conditions

These Terms & Conditions ("Terms") form the basis of the agreement between A Eye Solutions Limited, Company Registration Number 16898017, ("we", "us", "our") and the customer ("you", "your").

By accepting a quotation, signing an agreement, raising a purchase order, paying any invoice, or allowing us to begin installation, you agree to be bound by these Terms.

## 1. INTRODUCTION

1.1 These Terms apply to all goods and services supplied by A Eye Solutions Limited, including:

- sale and installation of CCTV, intruder, and related security systems;
- monitoring services;
- temporary hire of CCTV and security equipment;
- residential managed service agreements (3 + 35);
- maintenance, servicing and call-outs.

1.2 These Terms incorporate and sit alongside any service-specific agreements you sign (for example a Monitoring Agreement, Hire Agreement or Managed Service Agreement). If there is a conflict, the service-specific agreement will take priority.

1.3 No verbal statement or promise made by any employee, engineer or representative of A Eye Solutions Limited will override these Terms unless confirmed in writing by a director.

## 2. DEFINITIONS

In these Terms:

- "A Eye", "we", "us", "our" means A Eye Solutions Limited.
- "Customer", "you", "your" means the person, company or organisation receiving goods or services.
- "Equipment" means any system, device, hardware or component supplied, installed, hired or managed by us.
- "Purchased Equipment" means Equipment you buy outright.
- "Hired Equipment" means Equipment supplied under a hire agreement and always owned by us.
- "Managed Service Equipment" means Equipment supplied under the 3 + 35 residential managed service agreement and always owned by us.
- "Monitoring Services" means alarm handling, CCTV monitoring, video analytics response, audio challenge (if applicable), keyholder contact and related monitoring functions provided via Omnidivision Monitoring Limited.
- "Service Charges" means recurring fees for monitoring, hire, managed service or maintenance.
- "Installation" means the mounting, fixing, connecting, programming and configuration of Equipment.
- "Commissioning" means final testing and activation of the system and any associated Monitoring Services.
- "Minimum Term" means the minimum contract duration specified in your quotation or agreement.
- "Keyholder" means any person you nominate to attend site following an alarm or event.
- "Site" means the premises where the Equipment is installed or monitored.
- "Working Day" means Monday to Friday excluding bank holidays.

## 3. SCOPE OF AGREEMENT

3.1 These Terms apply to all work carried out by A Eye, including design, supply, installation, commissioning, monitoring, hire, managed service, maintenance and support.

3.2 Any quotation we issue is valid for 30 days unless stated otherwise.

3.3 Your purchase order, written acceptance of our quotation, signing of any agreement, or instructing us to proceed will create a binding contract.

3.4 Changes to these Terms are only valid if made in writing and signed by a director of A Eye Solutions Limited.

# A Eye Solutions Limited Master Terms & Conditions

## 4. QUOTATIONS & VARIATIONS

4.1 Our quotation describes the Equipment and work included. Anything not expressly listed is excluded.

4.2 The following are treated as chargeable variations:

- customer-requested changes or additions;
- extra equipment or cabling;
- unforeseen structural or access issues;
- additional materials or labour;
- customer IT/network changes;
- obstructions or restricted access;
- relocation or repositioning after installation.

4.3 Variations will be priced and agreed before we proceed. Agreement may be confirmed by email, text or purchase order.

4.4 We are not obliged to proceed with any variation until it has been accepted.

## 5. CUSTOMER RESPONSIBILITIES (ALL CUSTOMERS)

You agree to:

5.1 Provide safe, unobstructed access to the Site and all relevant areas.

5.2 Ensure required power outlets (e.g. 230V sockets, fused spurs) are available where needed.

5.3 Provide and maintain an internet connection if required for your system.

5.4 Obtain any landlord or site owner permissions where applicable.

5.5 Lift floor or ceiling tiles and remove obstructions unless specifically included in our quotation.

5.6 Inform us of any hazards, asbestos, risks or unsafe environments.

5.7 Identify any concealed services (water, gas, electricity, data) before we drill or fix.

5.8 Keep cameras and sensors unobstructed and maintain suitable lighting.

5.9 Keep keyholder details accurate and up to date.

5.10 Ensure third parties (e.g. builders, IT contractors) do not interfere with Equipment.

## 6. APPOINTMENTS & ACCESS

6.1 We typically offer 3–4 hour appointment windows.

6.2 You must ensure access for the entire appointment window.

6.3 If we attend and cannot gain access, or the Site is not ready, we may charge a missed appointment fee of £90 + VAT.

6.4 We use reasonable efforts to attend within the scheduled window but do not guarantee precise arrival times.

6.5 If our engineer considers the Site unsafe, they may refuse to work and the visit may be chargeable.

## 7. INSTALLATION TERMS

7.1 Installation dates are estimates and may be changed due to stock, engineer availability, weather or access issues.

7.2 We will not start Installation unless any required deposit or initial payment has cleared.

7.3 If Installation cannot proceed due to customer-related issues, the visit may be treated as a chargeable call-out.

7.4 Installation may involve drilling, surface-mounted cabling and minor cosmetic disturbance. We are not responsible for redecoration unless expressly agreed in writing.

7.5 Any request to reposition or alter Equipment after Installation is complete will be chargeable.

## 8. OWNERSHIP, RISK & TITLE

8.1 Purchased Equipment

8.1.1 Risk in Purchased Equipment passes to you upon Installation or delivery to Site.

# A Eye Solutions Limited Master Terms & Conditions

8.1.2 Ownership of Purchased Equipment only transfers once we have received payment in full for all amounts due in respect of that Equipment.

8.1.3 Until ownership transfers, we reserve the right to disable or remove Equipment if you fail to pay.

## 8.2 Hired Equipment

8.2.1 All Hired Equipment remains our property at all times.

8.2.2 You are responsible for any loss, theft, damage, misuse or vandalism affecting Hired Equipment.

8.2.3 You must insure Hired Equipment for full replacement value for the duration of the hire.

8.2.4 At the end of hire, Hired Equipment must be returned in good working order (allowing for fair wear and tear) or replacement charges will apply.

## 8.3 Managed Service Equipment (Residential 3 + 35)

8.3.1 All Managed Service Equipment remains our property at all times.

8.3.2 You must insure the Equipment against theft, loss, fire, flood and accidental or malicious damage.

8.3.3 At the end of the 38-month term, Equipment must be returned unless you purchase it or enter a new fixed-term agreement.

8.3.4 Failure to allow removal within 14 days may result in replacement charges and/or continued billing.

## 9. WARRANTY

9.1 Purchased Equipment carries a 12-month parts and labour warranty unless stated otherwise in your quotation.

9.2 Warranty covers defects in materials and workmanship under normal use.

9.3 Warranty does not cover faults caused by:

- customer misuse, negligence or accidental damage;
- power supply issues;
- network or internet issues;
- environmental damage or extremes (weather, water ingress, pests, corrosion);
- obstruction of cameras or sensors;
- third-party interference;
- unauthorised modifications, relocation or tampering.

9.4 Warranty repairs are free of charge where a genuine defect exists. If an engineer attends and the fault is found to be non-warranty, our standard call-out rates will apply.

## 10. ENGINEER CALL-OUTS & CHARGEABLE FAULTS

10.1 Standard call-out rates:

- £150 + VAT including the first hour on site;
- £25 + VAT per additional hour;
- £90 + VAT missed appointment fee.

10.2 Call-outs are chargeable if the issue is caused by any of the following:

- A. Loss of internet caused by the customer (router changes, new ISP, password changes, etc.);
- B. Loss of power at the Site;
- C. Customer relocating or altering Equipment or wiring;
- D. Obstructions added after Installation (shelving, vehicles, signage, foliage, etc.);
- E. Customer changes to alarm codes, passwords or system settings;
- F. Environmental damage not caused by A Eye;
- G. Misuse, accidental or negligent damage;
- H. Customer requests to re-aim or relocate cameras;
- I. Customer requests additional training beyond initial handover;

# A Eye Solutions Limited Master Terms & Conditions

- J. Third-party interference (builders, electricians, IT staff, etc.);
- K. Tampering with or removing components;
- L. Customer IT changes (VLANs, firewall rules, new WiFi systems, etc.);
- M. Customer-requested upgrades or additional features.

## 11. PAYMENT TERMS

### 11.1 Monitoring & Service Charges (All Customers)

11.1.1 Monitoring and recurring service charges are paid monthly in advance by Direct Debit.

11.1.2 You may choose a Direct Debit collection date of the 1st, 14th or 28th of the month.

11.1.3 If a Direct Debit fails, we will attempt one automatic re-collection. If that also fails, services may be suspended.

### 11.2 Commercial Sales (Purchased Systems)

11.2.1 Commercial sales invoices are payable within 7 days of invoice date, unless a finance or leasing arrangement is used.

11.2.2 Where a third-party leasing company is used, your first lease payment is collected by them (typically within 7–10 days). We are not responsible for their administration or timing.

### 11.3 Residential Sales (Purchased Systems)

11.3.1 For residential purchases, a deposit is payable upfront (as stated in your quotation) and the balance is due on the day of Installation before the engineer leaves Site.

### 11.4 Commercial Hire Payments

11.4.1 Hire charges accrue weekly and are invoiced monthly on the 1st, 14th or 28th (as agreed).

11.4.2 Payment terms are 14 days from invoice date.

11.4.3 Late payment may result in suspension of services and collection of Hired Equipment. Hire charges continue until Equipment is returned or replacement charges are paid.

### 11.5 Additional Labour & Parts

11.5.1 Additional works outside the original quotation are chargeable. For commercial clients, payment is due within 7 days of invoice; for residential clients, payment is due on completion.

### 11.6 Interest & Recovery Costs

11.6.1 We may charge interest on overdue amounts at 8% above the Bank of England base rate.

11.6.2 We may recover reasonable costs incurred in pursuing late payment.

## 12. MONITORING SERVICES – OVERVIEW

12.1 Monitoring Services are delivered by our monitoring partner Omnidvision Monitoring Limited.

12.2 By using Monitoring Services you agree that:

- A Eye is responsible for managing your contract;
- Omnidvision provides the monitoring function on our behalf;
- monitoring effectiveness depends on your power, internet, lighting and camera views.

12.3 Monitoring Services may include CCTV alarm response, video analytics, intruder monitoring, audio challenge, keyholder contact and logging.

12.4 Monitoring begins only after Commissioning has been completed and communication paths are stable.

## 13. MONITORING LIMITATIONS & ACKNOWLEDGEMENT

13.1 You acknowledge that no system can guarantee prevention or detection of all incidents.

13.2 Monitoring cannot operate if:

- power fails;
- internet/4G connection fails;

# A Eye Solutions Limited Master Terms & Conditions

- cameras are obstructed or relocated without agreement;
- lighting is inadequate;
- Equipment is tampered with;
- you change your network or router without appropriate configuration.

13.3 We and Omnidvision are not liable for missed detections, unclear images, communication delays or failures outside our control.

## 14. EMERGENCY SERVICES & KEYHOLDERS

14.1 We do not provide URN-based police response.

14.2 Emergency services attendance is never guaranteed and is at the discretion of the relevant authority.

14.3 You must provide accurate keyholder details and keep them up to date. We are not responsible if keyholders cannot be reached or refuse to attend.

## 15. SUSPENSION OF SERVICES

15.1 We may suspend Monitoring Services, hire, managed services or maintenance if:

- invoices are overdue;
- two Direct Debit attempts have failed;
- the Site is unsafe;
- Equipment is repeatedly misused or obstructed;
- keyholder details are missing or incorrect;
- communications links are unreliable;
- you refuse reasonable access.

15.2 Suspension does not remove your obligation to pay charges during the Minimum Term where the cause of suspension is customer-related.

## 16. COMMERCIAL HIRE – SUMMARY

16.1 The detailed hire terms are set out in our Commercial Hire Agreement and in these Terms.

16.2 All Hired Equipment remains our property; you must insure it, protect it and return it at the end of hire.

16.3 Hire continues on a weekly rolling basis after the minimum term until cancelled in writing with at least one week's notice and until the Equipment is collected or returned.

## 17. RESIDENTIAL MANAGED SERVICE (3 + 35) – SUMMARY

17.1 The Managed Service Agreement for residential customers has a 38-month minimum term (3 + 35).

17.2 All Equipment remains our property. You must insure it and return it at the end of the term unless you buy it or enter a new fixed term.

17.3 Early termination requires payment of all remaining monthly charges for the full 38-month term.

## 18. RESIDENTIAL MONITORING (36-MONTH TERM) – SUMMARY

18.1 Residential monitoring contracts have a 36-month minimum term and then renew annually.

18.2 To avoid renewal, you must give at least 30 days' written notice before the renewal date.

18.3 Early termination during the minimum term requires payment of all remaining monthly charges.

## 19. LIABILITY, EXCLUSIONS & LIMITATIONS

19.1 Nothing in these Terms limits our liability for death or personal injury caused by our negligence, fraud or other liability that cannot be excluded by law.

# A Eye Solutions Limited Master Terms & Conditions

19.2 Subject to clause 19.1, our total liability to you is limited to the total amount paid by you for the relevant service in the 12 months preceding the event giving rise to the claim.

19.3 We are not an insurer. You remain responsible for insuring your premises, stock and assets.

19.4 We are not liable for:

- criminal acts, theft, burglary or vandalism;
- missed detections or undetected events;
- camera obstruction, poor lighting or blind spots;
- power or internet failures;
- emergency services not attending or delays in attending;
- third-party interference with Equipment;
- environmental conditions (fog, glare, rain, snow etc.);
- customer misuse, tampering or unauthorised changes.

19.5 We are not liable for any loss of profit, loss of revenue, loss of business, loss of contracts, loss of production, loss of reputation, or any indirect or consequential loss.

## 20. FORCE MAJEURE

20.1 We are not liable for any delay or failure caused by events beyond our reasonable control, including but not limited to:

- extreme weather, flood, fire or explosion;
- war, terrorism, civil unrest or riot;
- pandemics or epidemics;
- national or regional power or telecom failures;
- industrial action;
- supply chain disruption;
- government restrictions.

20.2 During a Force Majeure event, our obligations are suspended to the extent affected. We will resume services as soon as reasonably practicable.

## 21. DATA PROTECTION & GDPR (SUMMARY)

21.1 A Eye is the Data Controller for monitoring data we manage; Omnidvision acts as our Data Processor.

21.2 You are the Data Controller for CCTV footage stored on your own recorders or cloud accounts.

21.3 We process personal data only for installation, monitoring, support, security, billing and legal compliance.

21.4 Further details are set out in our Privacy Notice, available on request.

## 22. SUBCONTRACTING & ASSIGNMENT

22.1 We may subcontract any part of our services but remain responsible for their performance.

22.2 We may assign or transfer this Agreement to another company. You may not assign your rights or obligations without our written consent.

## 23. COMPLAINTS

23.1 Complaints must be made in writing (email is acceptable).

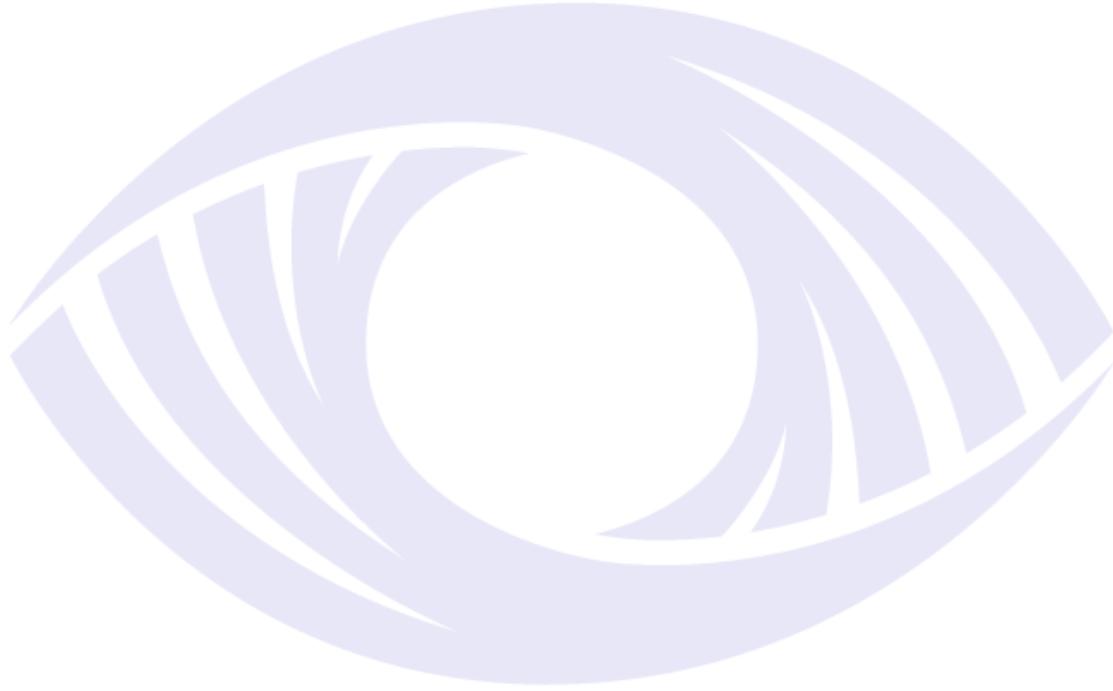
23.2 We will acknowledge your complaint within 5 Working Days and aim to provide a full response within 10–14 Working Days.

23.3 If you remain dissatisfied, the matter will be escalated to a manager or director.

## **A Eye Solutions Limited Master Terms & Conditions**

### **24. GENERAL**

- 24.1 If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 24.2 These Terms, together with any related agreements and quotations, form the entire agreement between us and you and supersede any prior understandings.
- 24.3 No waiver of any breach shall be considered a waiver of any subsequent breach.
- 24.4 These Terms are governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction.



**A EYE  
SOLUTIONS**