

ALARM & CCTV MONITORING TERMS & CONDITIONS

Company = Diamond Point Ltd
ARC = the Company's Alarm receiving Centre
Subscriber = Installer &/or End-User

1. Binding Agreement

- a) the parties acknowledge & agree that they are bound by this Agreement upon;
- receipt of a signed copy of this Agreement &/or
 - the **Company** begins monitoring

However, where the **Subscriber (Installer/End-User)** does not receive a copy of this Agreement, such lack of receipt shall not, in any way, invalidate or otherwise affect this Agreement.

- b) any notice given hereunder shall be in writing and shall be deemed duly given forty-eight (48) hours after having been posted by pre-paid ordinary post to the relevant party, to the address set out within the Monitoring Agreement.

- c) in proving service of any notification, it shall be sufficient to prove;
- in the case of a letter sent by post, that the letter was properly addressed, stamped and posted
 - in the case of fax, that it was properly addressed and dispatched to the number of the receiving party as notified by them from time to time
 - in the case of electronic mail, that it was properly addressed to the e-mail address of the receiving party as notified by them from time to time. In the absence of confirmation of failure of transmission, the **Company** shall not be legally obliged to ensure receipt of notification by the **Subscriber (Installer/End-User)** as the case may be.

- d) where the **Subscriber (Installer/End-User)** instructs the **Company** to carry out monitoring services, in the absence of a signed agreement, the **Subscriber (Installer/End-User)** is deemed to be in full acceptance of the **Company's** Standard Terms & Conditions.

- e) the **Company** reserves the right to cancel monitoring services after a period of fourteen (14) days, where a signed Agreement has not been received.

- f) this Agreement shall be for up to three (3) years from the Commencement Date (unless otherwise stipulated in writing), and shall continue thereafter on an annual basis, until determined by either party, giving to the other not less than three (3) calendar months' notice in writing to that effect.

- g) when subscribing to service provision which uses Broadband facility, service is subject to network provider's availability (e.g. services including which includes CSL DualCom, RSI etc.). The **Company** has no direct control of the Broadband service(s) and cannot be held responsible for continuity of service.

- h) Where the **Subscriber (Installer/End-User)**'s equipment uses a SIM, if it is not used in any consecutive three (3) month period it will automatically expire after the three (3) months of inactivity.

- i) no terms or representations other than those embodied in this Agreement shall be binding upon the **Company** unless accepted by the **Company** in writing.

2. Subscriber Responsibilities (Installer/End-User)

The **Subscriber (Installer/End-user)** agrees to;

- a) send to the **Company** the signed Monitoring Agreement, the Garda Siochana alarm installation details on the requisite form RC1A or RC1C, appropriate installation Certificate and the **Subscriber (Installer/End-User)**'s call handling response procedures (if different from standard Call Handling Protocol).
- b) program of all transmission equipment in a format that interfaces successfully with the **Company's** equipment so that the alarm control process and functions can be effectively performed and delivered during the continuance of this agreement.

- c) the **Installer** has full responsibility for providing the **End-User** with a copy of the Monitoring/Protocol Agreement and the **Company's** full Terms & Conditions. They must make the **End-User** aware of their own responsibilities under the Agreement, as well as the response(s) the **Company** shall take to alarm activations.

- d) the **Installer** is responsible for ensuring that all transmission equipment interfaces successfully with the **ARC** equipment, so that alarm control functions can be performed.
- e) for monitoring purposes, the **Installer** shall ensure that the target shall represent not less than 5% of the picture height

- f) irrevocably and unconditionally accept that the issuing of the Police/Garda Siochana URN is an administrative function wholly and exclusively within the remit of the Police/Garda Siochana and that such issue is outside the control of the **Company**. In circumstances where for any reason whatsoever the Police/Garda Siochana refuse, deny or otherwise fail to issue the Police/Garda Siochana URN, the **Company** shall incur no liability for any claims, actions, proceedings, demands, liabilities, costs and expenses arising or accruing in respect of, or in connection with such refusal, denial or failure or any loss occasioned.

- g) provide a minimum of 2no. key-holders per site, who have access to transport & can reach site within a maximum of twenty (20) minutes travel time.

- h) accept that the **Company** will apply the following alarm filtering protocol and indemnify the **Company** against any loss which may occur as a result of the **Company's** actions in the filtering of alarm signals.

*FILTERING PROCESS: Upon receipt of an intruder signal, the alarm event will be held for a period of at least one (1) minute, the subsequent receipt of a restore, abort or key-holder(s) switch-off signal will be sufficient to cancel the previous alarm condition. For CCTV monitoring purposes, the **Installer** shall ensure that the target shall represent not less than 5% of the picture height (otherwise the signal may be deemed as a false alert).*

- i) the **Installer** shall inform the **End-User** of the **Company's** alarm filtering procedure.

- j) the **Installer** shall provide adequate training on the operation of the security system to relevant personnel at the **End-User's** premises.

- k) the **End-User** shall be responsible for setting & unsetting the alarm system for the protection required & shall operate their alarm system so that signals deemed to be nuisance alarms are kept to a minimum & at the very least limited, as per the current Police/Garda Siochana policy.

- l) the **End-User** &/or **Installer** shall investigate & resolve all nuisance alarms.

- m) the **Installer** shall carry out full site walk-test(s) to ensure that all detector zones are covered & where applicable, that CCTV cameras have adequate lighting to allow the **ARC** clear visuals.

- n) the **Installer** executes on-site walk tests & commissioning process in line with **Company** requirements

- o) the **End-User** shall maintain good on-site housekeeping practices, such as debris removal, pest & rodent control etc.

- p) accept that the monitoring service may be terminated or renegotiated at the sole discretion of the **Company**, in circumstances where the **Company** deems alarm activity rates excessive.

- q) accept that an up-to-date list of key-holder(s) names and contact telephone numbers is forwarded to the **Company** at the commencement of the contract period and that any and all subsequent changes/additions to key-holder(s) details is notified in writing to the **Company** immediately and that key holders will be available to attend at the **End-User's** premises within twenty (20) minutes of an alarm activation.

ALARM & CCTV MONITORING TERMS & CONDITIONS

- r) accept that no liability whatsoever shall pass to or be assumed by or be construed as accepted by the **Company** in circumstances where;
- the full provisions of section (i) above are not fully complied with
 - the system has not been commissioned
- s) the **Installer** shall be obliged to have the **End-User's** equipment serviced at least twice every twelve (12) months beginning from the commencement date to ensure that it is in proper working order and the **Company** shall not be obliged to enquire as to whether the **Installer** has complied with this obligation but shall be entitled to presume compliance.
- t) prior to full commissioning being accepted, the **Installer** must contact the **ARC** requesting the system to be put "on-test" & agree a time period for expiration of "on-test".
- u) the **Installer** shall be responsible for testing the alarm system(s) & all signals (including restore, single & dual path fail) & must contact the **ARC** upon finishing test signaling to confirm all signals are working correctly.
- v) the **Installer** indemnifies the **Company** against responsibility, where the **Installer** requires **Company** assistance with DVR settings or other I.T. changes.
- w) the **Installer** shall be responsible for ensuring that the **End-User** is made aware of, fully understands and accepts the responses the **ARC** will make upon receipt of each type of activation.
- x) it is the responsibility of the **Installer &/or End-User** to regularly check reports sent to them by the **Company**, as well as carry out regular audits of the information supplied to the **ARC**.

In particular, we recommend at least annually checking;

- live connections
- cancellations
- URNs for live sites
- key-holder information
- site-specific alarm response requirements (if any)
- all contact details & personnel info

- y) shall ensure that they have liability insurance which covers an insurable event arising out of the loss of or damage to the **Company's** equipment or a failure to provide the service under the Agreement
- z) report any defect or failure in the operation/service immediately to the **ARC** and where applicable the **Installer &/or Company** shall be given reasonable opportunity to rectify the defect.
- aa) no third party (external to this Agreement) shall be allowed to interfere with or attempt to repair the system equipment without prior permission of the contracted parties.
- bb) the **Installer** should run regular testing of communications from the **End-User's** security system, to ensure communication channel(s) are in working order. *(NB: successful testing does not guarantee that communication channel(s) will perform as intended every time).*

NB: it is the responsibility of the **Subscriber (Installer/End-User)** to notify the **Company** in writing of the withdrawal or restoration of police response.

3. Company Responsibilities

In consideration of the charge(s) payable hereunder, the **Company** shall;

- provide throughout the day and night, the monitoring services of the **Company's** staff at the **ARC**, who will pass on details of activations received from the **Subscriber (Installer/End-User's)** equipment, to the party authorised by the **Subscriber (Installer/End-User)** and agreed by the **Company**.
- maintain the Alarm Receiving Centre (**ARC**) in good working order.
- staff the control room with competent operators.
- commission the system for key-holder(s) only, if Police/Garda response is not required.
- commission the system for key-holder(s) only response, until such time as the Police/Garda provide a valid URN.
- upon receipt of an activation signal, contact the nominated key-holder(s) in the order provided by the **Subscriber (Installer/End-User)**.

4. Monitoring Service Provision

- Under this Agreement, the **Company** shall monitor & record (*incident-based monitoring/recording*) on-site security systems, as agreed between the parties.
- Monitoring services will only be provided on security systems that are subject to a regular maintenance contract from the **Installer** in line with current industry standards and legislation.
- If & when relevant authorities require verification of an emergency activation/situation, either prior to, or as a result of, responding to a request for assistance, all parties agree to comply with such requests.
- Emergency instructions relating to an activation will be subject to the current Police/Garda Siochana Policy on Monitored Intruder Alarms &/or CCTV systems.
- Where a site has an active URN, the **Company** shall only attempt to alert the Police/Garda Siochana where signals have been verified in accordance with the current Police/Garda Policy.
- Where police response has been withdrawn, the **ARC** shall pass alarm activations to the key-holder(s) only. It is the responsibility of the **Installer** to notify the **Company** in writing of the withdrawal or restoration of police response.
- Nuisance Alarms:** Where the **ARC** receives excessive/nuisance activation signals from a single detector/camera/device, the **ARC** reserves the right to silence/place on-hold the 'runaway' detector/camera/device. Provided no further excessive signals are received, re-instatement shall occur. Where continued signals are received (while on-hold/silent), the **ARC** may de-activate the relevant detector/camera/device until corrective action has been taken to rectify. In such circumstances, the **ARC** shall notify the **Subscriber (Installer/End-User)** of the rogue device(s).
- Where a signaling device has a technical fault, the **ARC** shall inform the **Installer** of the situation via a report & request that appropriate corrective action be taken. The **ARC** reserves the right to de-activate the faulty device until such time as the **Installer** has rectified the fault.
- Where the **Company** provides 'Control Room Service' (message handling), the **Company** accepts no liability where a message passed to the appropriate/nominated person is not responded to by the **Installer's** representative.
- If the **Subscriber (Installer/End-User)** requires the Fire Authority to be called immediately upon receipt of a fire signal/activation alarm, a clear written instruction must be provided to the **ARC**, otherwise the **ARC** will follow standard protocol as laid out by the relevant Fire Authority Policy & the Fire Services Act 1981 & 2003.

ALARM & CCTV MONITORING TERMS & CONDITIONS

5. Fees & Charges

- a) the **Subscriber (Installer/End-User)**; shall pay to the Company;
- (i) fees for the applicable service(s) as agreed between the parties
 - (ii) the monitoring fee as invoiced, payable in advance, unless otherwise agreed in writing
- b) throughout the remainder of the term of this Agreement, a monitoring charge of the same amount as the previous period payment, subject to increase as hereinafter provided.
- c) Any charges/fees paid by the **Subscriber (Installer/End-User)** under the contract is based solely on the cost of providing the services and is unrelated to either the value of the premises being monitored, or to the value of the contents on/in the monitored premises.
- d) All prices, charges & fees payable by the **Subscriber (Installer/End-User)** shall be subject to market fluctuation &/or charges in basic national wage rates and cost of materials.
- e) Upon giving ten (10) working days' notice in writing to the **Subscriber (Installer/End-User)**, the **Company** shall be entitled to increase the annual monitoring charge &/or other fees payable to the **Company**.
- f) the **Company** agrees to make no such changes in charges/fees where;
- (i) the charge is in respect of the first year of the term and;
 - (ii) the **Subscriber (Installer/End-User)** gives the **Company** three (3) calendar months' written notice to terminate this Agreement (*within two (2) weeks from the receipt of such notice in (e) above*).
- g) all payment due from the **Subscriber (Installer/End-User)** to the **Company** under this Agreement shall be made by Direct Debit or bankers order, at the **Company's** discretion. If otherwise permitted by the **Company**, all payments due shall be made at the **Company's** registered office or to such other address as the **Company** shall stipulate in writing to the **Subscriber (Installer/End-User)** from time to time.
- h) at the **Company's** discretion, a deposit may be requested. All fees shall be payable in advance, unless explicitly agreed otherwise in writing.
- i) if at any time payment due from the **Subscriber (Installer/End-User)** to the **Company** under this Agreement shall be in arrears, the **Company** shall not be bound to perform any of its obligations hereunder and reserves the right to suspend monitoring forthwith, until full payment is received.
- j) monitoring fees are due for payment for the period up to date of cancellation (notified and received in writing).
- k) where the **Company** provides RedCare, DualCom or other 3rd party services from a network provider, the **Subscriber (Installer/End-User)** shall pay to the **Company** the full service-charge at the time service is enabled and shall continue to pay on each anniversary of the commission date, unless otherwise agreed in writing.

6. Changes

- a) no purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of the parties or where appropriate their respective duly authorised agents.
- b) the **Company** must be informed immediately of any changes/updates to the **Subscriber (Installer/End-User)'s** contact information & key-holder information or other requisite details.
- c) the **Subscriber (Installer/End-User)**; shall give to the **Company**;
- Fourteen (14) days written prior notice, setting out the details of any proposed;
- (i) structural alterations to his/its premises
 - (ii) modification in the **Subscriber (Installer/End-User)'s** equipment affecting the

- monitoring system
- (iii) alterations in the person, firm, company or other body referred to in this Agreement

7. Cancellation / Termination

- a) upon provision of written notice of termination of services, this Agreement and all the **Company's** responsibilities hereunder shall come to an end, as if the date stated in such notice was the term fixed in the Agreement between the **Company** & the **Subscriber (Installer/End-User)**.
- b) the **Company** reserves the right to cancel monitoring services after a period of fourteen (14) days, where a signed Agreement has not been received.
- c) Cancellation dates are deemed as date written confirmation is received by the **Company**.
- d) if at any time payment due from the **Subscriber (Installer/End-User)** to the **Company** under this Agreement shall be in arrears more than one (1) month, the **Company** shall not be bound to perform any of its obligations hereunder and reserves the right to cancel/suspend monitoring forthwith, until payment is received.
- e) the monitoring service may be terminated or renegotiated at the sole discretion of the **Company** in circumstances where the **Company** deems alarm activity rates excessive (*see Nuisance Alarms*).
- f) This Agreement may be terminated by the **Company** forthwith, without notice if;
- (i) the **Subscriber (Installer/End-User)** commits a breach of obligations under this Agreement
 - (ii) any party enters into liquidation, receivership, permanent incapacity or bankruptcy
 - (iii) the **Company** is unable to attain/retain the rights, consents or permits for the transmission of signals between the **ARC** and the subscribed premises
- g) Notwithstanding anything herein to the contrary, this Agreement may be terminated forthwith by the **Company**, by notice in writing to the **Subscriber (Installer/End-User)**, if at any time;
- (i) the alarm control or the premises of the **Subscriber (Installer/End-User)** are destroyed or damaged so that it cannot reasonably be used
 - (ii) the **Company** is unable to secure or retain the required telephone links or direct lines
 - (iii) lack of signals or any other unforeseeable event makes service performance impossible
- h) such termination in (g) above shall not give rise to any claim by either party against the other.
- i) the **Company** shall have no liability for any loss, damage or expense arising out of the failure on the part of the **Installer** &/or **End-User** to make satisfactory arrangements for the provision of an alternative monitoring service in the event of termination of this Agreement for any reason whatsoever.
- j) monitoring fees are due for payment for the period up to the date of cancellation (*received in writing*).

8. Liability

- a) it is agreed that the **Company** is not an insurer and has no liability whatsoever for any loss suffered or damage caused to the premises (or contents therein) where the monitoring system is installed.
- b) the **Subscriber (Installer/End-User)** acknowledges and agrees that the **Company** makes no representation or warranty, express or implied;
- (i) as to any matter whatsoever, nor has the **Subscriber (Installer/End-User)** relied on any representations or warranties express or implied

ALARM & CCTV MONITORING TERMS & CONDITIONS

- (ii) that the system or services will prevent any loss or injury due to burglary, robbery, theft, hold up, fire, or otherwise, or that the system or services will in all cases provide the protection for which they are intended
 - (iii) as to the promptness of its response and has no control over the response time or capability of any agency or person who may be notified as a result of the system or services being used
- c) the **Installer &/or End-User** assumes all risk of loss or damage to the monitored premises or its contents and assumes all risk of injury (including personal injury or death) to persons using/on the premises.
- d) the **Subscriber (Installer/End-User)** shall maintain liability insurance which covers an insurable event.
- e) the **Company** shall not be liable for any failure to provide the service where this is due to;
- (i) any act or omission on the part of the **Subscriber (Installer/End-User)** or his/its servants/agents, including but not limited to misuse of any installed equipment
 - (ii) loss or damage caused by any act or omission which is unrelated to the provision of equipment or services under this Agreement
 - (iii) a failure in the **Installer's** equipment (e.g. failure to communicate with **ARC** equipment)
- f) the **Company** shall not be liable to the **Subscriber (Installer/End-User)** for any claims or losses arising from;
- (i) actions taken by the **Company** upon instruction from the **Subscriber (Installer/End-User)** or any of its employees, agents or sub-contractors outside the scope of services.
 - (ii) the **Subscriber (Installer/End-User's)** failure to implement the recommendations contained in any risk assessment report &/or site survey report prepared by the **Company &/or Installer**.
- g) the **Subscriber (Installer/End-User)** shall indemnify the **Company** against all responsibility, losses, damage, cost and expenses incurred arising out of;
- (i) the attendance at or entry into the **Subscriber (Installer/End-User's)** premises by the authorities or any person, irrespective of whether such attendance or entry was required
 - (ii) action necessary by the **Company** in its attempts to retrieve any signaling equipment it owns &/or leased/rented to the **Subscriber (Installer/End-User)**
 - (iii) the **Installer** requiring the **Company's** assistance with DVR settings or other I.T. changes
- h) The **Company** shall not be liable for and shall be indemnified against;
- (i) any loss/damage resulting from delay or non-delivery due to causes beyond their control
 - (ii) any injury, loss or damage suffered by the **Subscriber (Installer/End-User)** which results from any delay in passing calls to the Police/Garda Siochana
 - (iii) any loss or damage incurred on any CCTV monitored site with open boundaries
- i) The sole liability of the **Company** in the event of loss, whether to the **Installer** or **Subscriber (Installer/End-User)**, or otherwise from whatever cause, including in its own negligence, shall be limited to payment of an amount not to exceed five thousand Euro (€5,000) from any one occurrence (including costs) in any consecutive period of twelve

(12) months.

9. General

- a) the **Subscriber (Installer/End-User)** understands & consents to the recording of all telephone communications via the **Company's** Alarm Receiving Centre (**ARC**).
- b) the **Company** is not entering into any commitment assuming the powers or authority of the civil protection services.
- c) this Agreement sets out the entire Agreement and understanding between the parties in respect of the subject matter of this agreement. The **Company** shall be entitled to assign all or any of its rights under this Agreement and to perform any of its obligations through sub-contractors.
- d) information in respect of **Installer & End-User** shall remain confidential all times. Records pertaining to the **Installer &/or End-User** which have been created by the **Company** are held, maintained & stored securely and in compliance with obligations under the current relevant GDPR (Data Protection) legislation (including any subsequent amendments).
- e) the **Company's** Privacy Policy is available at www.diamondpoint.ie or by emailing datamanagement@diamondpoint.ie.
- f) no guarantee can be given that the monitoring systems will activate or report correctly at all times, in all circumstances.
- g) should the **parties** be drawn into dispute over any part of this Agreement then it shall be determined by independent arbitration. Selection of arbitrator shall be by mutual consent of the parties. The arbitrator's decision shall be final and binding and shall set precedent.
- h) this Agreement shall be governed by and construed in accordance with Irish law and the **parties** irrevocably submit for all purposes in connection with this Agreement to the jurisdiction of the courts of Ireland.
- i) nothing that is stated or inferred in these Terms & Conditions shall detract from the **Subscriber (Installer/End-User's)** statutory rights.
- j) Any Terms & Conditions contained separately within a **Subscriber (Installer/End-User's)** Service Level Agreement &/or Monitoring Protocol Agreement shall only be binding on the **Company** in so far as they are not inconsistent with the Terms & Conditions set out herein and do not remove any of the **parties'** rights under this Agreement which shall be constructed in accordance with Irish law.

10. Force Majeure

Any delay in or failure of performance by either party under this Agreement, will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, fire, lightning strikes, power outages, floods, illness/accidents, labour/trade disputes &/or governmental and legal restrictions.