



Terms and Conditions of Business

SCAITEC Security Solutions Limited (Company Registration Number 07524530)

Registered Office: 85 Great Portland Street, First Floor, London, W1W 7LT

Trading Address: Unit 18, Bolton Road Business Park, Bolton Road, Wath upon Dearne, Rotherham, S63 7JY

Telephone: 01709 761007

Website: www.scaitecsecurity.uk

1. Basis of Contract

1.1 SCAITEC Security Solutions Limited ("the Company") supplies services solely on these Terms and Conditions ("the Terms"). The Client agrees to purchase the Services only on these Terms, to the exclusion of any other terms, except where expressly agreed in writing by a Director of the Company.

1.2 These Terms apply to all quotations, proposals, service agreements, monitoring agreements, maintenance agreements, site surveys, and instructions to proceed issued by the Company.

1.3 Acceptance of a quotation or proposal may be given by signature, written confirmation by email, or instruction to proceed, all of which shall constitute binding acceptance of these Terms.

2. Commencement Date

2.1 The commencement date of the Services shall be the date of first supply as detailed in the written quotation, service agreement, site survey confirmation, or instruction to proceed (whether written or verbal).

3. Cancellation, Renewal and Contract Period

3.1 Unless otherwise stated in writing, Services are supplied for a **minimum initial contract period of twelve (12) months** ("Initial Term").

3.2 Cancellation during the Initial Term will not be accepted under any circumstances, save where required by law.

3.3 Automatic Renewal

All monitoring and/or maintenance services or agreements shall automatically renew for successive periods of twelve (12) months (each a "Renewal Term") unless the Client provides a **minimum of ninety (90) days' written notice** of cancellation prior to the expiry of the Initial Term or any Renewal Term.

3.4 Where valid cancellation notice is received in accordance with clause 3.3, the Services shall terminate at the end of the then-current term.

3.5 In the absence of valid cancellation notice, these Terms shall continue in full force and effect during each Renewal Term.

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3.6 Upon termination of the contract, the Company shall return any Client property (including keys or access information) in accordance with established procedures.

4. Insurances and Liability Limits

4.1 The Company shall maintain appropriate insurance cover including, but not limited to:

- (a) Employers' Liability Insurance: £10,000,000
- (b) Public and Products Liability Insurance: £5,000,000
- (c) Professional Indemnity / Efficacy Liability: £5,000,000
- (d) Fidelity Guarantee Insurance: £250,000

4.2 The Company accepts such liability as would, but for these Terms, be imposed by law, subject to the limitations set out herein.

4.3 Subject to clause 5, the total liability of the Company arising out of or in connection with the Services, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the lower of:

- (a) the applicable insurance limits set out in clause 4.1; or
- (b) the total charges paid by the Client under the relevant contract.

5. Limitation of Liability

5.1 **Nothing in these Terms shall exclude or limit the Company's liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.**

5.2 Subject to clause 5.1, the Company shall not be liable for any loss, damage, cost or expense arising from:

- (a) acts of war, terrorism, civil unrest, industrial disputes, adverse weather conditions, transport delays, mechanical breakdowns, sickness, power failure, or any circumstances beyond the Company's reasonable control;
- (b) burglary, theft, fire, vandalism, or other criminal or tortious acts by third parties, unless directly caused by the Company's proven negligence;
- (c) loss or damage to computer equipment, data, or records not adequately secured, including unattended or unsecured mobile devices;
- (d) cyber incidents, including hacking, malware, viruses, or unauthorised access, except where directly caused by the Company's proven negligence;
- (e) the Client's failure to follow reasonable instructions, recommendations, or system usage guidance provided by the Company.

5.3 Any claim must be notified to the Company **in writing within a reasonable period and in any event no later than twenty-eight (28) days** after the Client became aware, or ought reasonably to have become aware, of the event giving rise to the claim.

5.4 The Company shall not be liable for loss of profits, loss of business, loss of anticipated savings, or any indirect or consequential loss.

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5.5 The Client shall not withhold, offset, or set off any sums due to the Company against any claim unless finally determined by agreement or court order.

6. Monitoring, Remote Access and Third-Party Services

6.1 Where the Services include monitoring, alarm signalling, remote access, app-based access, cloud storage, or third-party platforms, the Client acknowledges that system performance and availability depend on factors outside the Company's control, including telecommunications networks, internet service providers, mobile networks, power supply, manufacturer platforms, and monitoring centres.

6.2 The Company shall not be liable for any failure, delay, interruption, or loss of service arising from such third-party systems or utilities, except where directly caused by the Company's proven negligence.

7. Customer Obligations

7.1 The Client shall provide safe access to premises, accurate information, and any agreed facilities or services required for performance of the Services.

7.2 The Client shall comply with all applicable health and safety requirements and notify the Company of any site-specific risks.

7.3 The Client shall insure or otherwise provide against any liability not expressly accepted by the Company.

8. Duration and Termination (Staff Protection)

8.1 During the contract and for twelve (12) months thereafter, the Client shall not knowingly solicit or employ any Company employee who was directly involved in providing the Services.

8.2 In the event of breach of clause 8.1, the Client shall pay liquidated damages of £2,000 per individual, which the parties agree is a genuine pre-estimate of loss.

9. Premium Service Periods

9.1 Christmas Eve, Christmas Day, New Year's Eve and New Year's Day are treated as Bank Holidays and attract premium service rates.

10. Price Adjustments

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10.1 The Company may adjust charges to reflect increases in labour, materials, overheads, or changes in legislation by giving not less than one month's written notice.

10.2 The Client may terminate the contract at the expiry of the notice period without prejudice to accrued rights.

11. Sub-Contracting

11.1 The Company may subcontract any part of the Services and shall remain responsible for the acts and omissions of its subcontractors.

12. Payment Terms

12.1 Invoices are payable within seven (7) days for residential clients and thirty (30) days for commercial clients, unless otherwise agreed in writing.

12.2 Statutory interest shall accrue on overdue sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

12.3 Payment terms may vary depending on the Services and shall be stated in the quotation or proposal.

13. Deposits and Prepayments

13.1 Deposits are required in advance of installation works, typically sixty percent (60%) of the contract value, as stated in the proposal.

13.2 All twelve (12) month monitoring and maintenance agreements are payable in full prior to commencement of services.

14. Entire Agreement

14.1 This agreement constitutes the entire agreement between the parties and supersedes all prior discussions, representations, or agreements.

14.2 No variation shall be effective unless agreed in writing and signed by a Director of the Company.

15. Governing Law

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15.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

16. Exclusion of Other Terms

16.1 These Terms apply to the exclusion of any other terms the Client seeks to impose, including those contained in any purchase order or similar document.

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