

CCTV Monitoring Agreement Terms and conditions

1. PURPOSE OF THE AGREEMENT:

This Agreement records agreed methods of working, roles and responsibilities between SysControl and The Customer, in connection with the provision of a CCTV Site Monitoring Service.

2. DURATION OF THE AGREEMENT:

This Agreement will be for the period as indicated in Part H of Annexure A.

3. Where specified in a Contract for Monitoring Services, and provided that the Customer complies with its obligations under our terms and conditions for CCTV monitored services SysControl shall use its reasonable endeavours during the continuance of the Agreement to:

3.1 Provide the CCTV Monitoring Services in accordance with the Contract for Monitoring Services.

3.2 As part of the commissioning process of a CCTV system before live operation can occur, a walk test should be undertaken on site by the installing engineer in association with the owner in conjunction with SysControl's Control room or technical department. The basic tests should ensure compliance in the following aspects:

3.2.1 Location and field of view of cameras and associated detectors (if applicable),

3.2.2 Sensitivity of detectors, including those used to operate lighting

3.2.3 Clarity of images

3.2.4 The accuracy of recorded data, notably labels used to describe the CCTV system

3.3 Prior to the commencement of the CCTV Monitoring Services, SysControl shall test the CCTV System to identify any trends at the Premises. During the test period no action will be taken by SysControl at the time of Activation of the CCTV System.

3.4 Upon conclusion of the testing of the CCTV System, any faults identified will be notified by SysControl to the customer. All corrective actions, re-configurations, or replacements shall be carried out before the system is re-submitted for another test period.

3.5 SysControl will respond only to activations which are received into our Video Alarm Management handling platform. Events or alarms which occur on site, and which do not present into our monitoring station as an alarm or detector activator activation are specifically excluded from our scope of cover. In the event of an Activation of the CCTV system being received at the SysControl monitoring station we shall follow the instructions provided by the Customer in the response plan.

If the cause is easily identifiable and presents no threat to the security of the site, SysControl will close the alarm activation with no action being taken. If activation(s) are received from a site and

a person is viewed within the perimeter of those premises, and verification of authorised attendance has not been received, then the operator at the SysControl monitoring station will implement a response. SysControl's control room will manage the call-out response of the Armed Response Company (specified in the SOP) in line with the armed response company's service level agreement. If cause of the activation is not easily identifiable, the operator will view adjacent cameras to attempt to verify the cause of the activation.

If an activation is received or an intruder is observed on a routine remote patrol of the site, and the person is identified as being close to or within the enclosed premises and is committing a criminal act or there is a genuine threat to the site or an individual, the SysControl operator has at their discretion the option to contact the armed response or emergency services even if this is not part of our instruction contained in our records.

3.6 The customer will take responsibility to ensure adequate CCTV coverage of their premises is maintained in a suitable condition to verify the presence of an unauthorised person.

3.7 Arming and disarming of the detector activated CCTV system is the responsibility of the customer. SysControl accepts no responsibility where our customer fails to arm the system upon leaving the premises leaving them insecure.

3.8 CCTV images will be retained by the on-site based equipment for a period not exceeding 24 hours (if no incident reported) to comply with our terms of business. Customers agree to ensure their on-site recording and transmission equipment complies with this requirement.

3.9 If the site is considered to be clear (which is determined by our operator's assessment based upon images observed), the CCTV operator will cancel the activation, and no further action will be taken by SysControl Secure.

4 In the event of loss of monitoring facilities at SysControl, data from affected systems will be routed to customer's back-up records. SysControl can accept no liability to provide third party protection measures or additional cover which may become necessary.

5 The Customer acknowledges that the CCTV Monitoring Services requires an interpretative response from SysControl as to whether there has been an Activation. Responses are based purely on the information available at the time and in the reasonable judgement of the person concerned. For the avoidance of doubt, due to the subjective nature of the CCTV Monitoring Services, SysControl accepts no liability for any damage or loss resulting from an incorrect response based upon the reasonable judgement of SysControl.

In the event of multiple False Activations occurring from the CCTV System for no identifiable reason, or for reasons to be determined by SysControl acting reasonably to avoid environment issues from audio warnings (where fitted), animal nuisance or poor positioning of the CCTV System SysControl shall be entitled to suspend or reduce the CCTV Monitoring Services until the causes of the false activations are investigated and corrected by the Customer. If SysControl suspends the CCTV Monitoring Services it shall attempt to contact an emergency contact, as defined in the site SOP, immediately.

If the causes of any False Activations are not corrected within a 14-day period, the equipment generating the false activation will be removed for our monitoring centre on notice to the customer and

all alarms or events from that said equipment will be ignored with no consequences to SysControl's obligations.

6 The Customer shall always during the continuance of the CCTV Monitoring Services:

6.1 Comply with all requirements and obligations placed upon the Customer under a Contract for Monitoring Services.

6.2 Ensure that there are sufficient lights on the Premises to illuminate the Premises and that the picture received by SysControl is in its reasonable opinion of sufficient quality to enable an Activation to be identified regardless of the time of day; and

6.3 Ensure all authorised persons on the Premises are informed that they should operate in a way that will minimise the occurrence of False Alarm of the CCTV System.

7 The Customer agrees that neither the Customer, its agents nor the End User shall add to or modify the CCTV System without obtaining the prior written consent of SysControl.

8 SysControl accepts no reliability for third party systems which fail to meet the customer's reasonable expectations unless SysControl is the original system installer.

9 Communications, networks (including upload/download speeds / fixed IP addresses), phone lines and signalling systems installed at the customer's premises to facilitate communication of monitoring services remain the responsibility of the customer. SysControl accepts no responsibility in the event of a communication failure with a customer's site.

10 In the event of a Mains power failure or loss in power to equipment designed to operate from a 220v-240v mains supply and loss of power for any unspecified reason, SysControl will be unable to monitor the customers CCTV system.

11 Lightning damage, storm, fire or flood including deliberate acts of vandalism are specifically excluded from our monitoring service.

12 The customer shall always provide ready access to the site.

13 The customer shall carry out all necessary repairs to ensure reliable system operation, (including without limitation, fixing if any flapping materials, trimming shrubs, clearing litter, and fixing moving and maintaining suitable lighting.

14 The customer shall not locate stock, materials, vehicles or other obstructions so that to hinder or prevent observation in fields of view protected by a CCTV camera(s).

15 The customer shall not locate stock, materials, vehicles or other obstructions so that to hinder or prevent detection by PIR or similar device in that they prevent the detection of a genuine intrusion.

16 Take all reasonable precautions to minimise the risk of any potential losses that might arise at the customer's premises.

17 SysControl will not be liable and will not be held responsible for any claim by a third party, where no contract exists between SysControl and the third party.

18 The customer shall provide, maintain and keep up to date a list of contact details for key holders and staff for use by SysControl. SysControl accepts no responsibility where customers fail to notify of keyholder changes, names or contact numbers.

19 Customer must ensure that key holders can be readily contacted by SysControl where necessary. The customer agrees to supply a keyholder which can attend the protected premises within 24 hours of a request from SysControl.

20 SysControl reserves the right to isolate temporarily and/or suspend any detector which is causing false alarms to be transmitted to our central monitoring station for 24 hours. SysControl to notify one of the Emergency Contacts on occurrence.

21 In the event of any adverse or unforeseen circumstances, for example severe weather conditions, the operator at the monitoring station may isolate detectors causing false alarms. Severe weather conditions can hinder or prevent successful observation of the customer's protected site especially in driving rain, heavy mist or thunderstorms. SysControl can accept no responsibility for video-based monitoring of any type during these conditions.

22 BREACH

Save for those provisions in the Agreement which contain their own penalties for a breach of such provisions, the following shall apply:

22.1 Should either Party ("**the Defaulting Party**") commit a breach of any of the provisions hereof, then the other Party ("**the Aggrieved Party**") shall, if it wishes to enforce its rights hereunder, be obliged to give the Defaulting Party 7 (seven) Business Days' written notice to remedy the breach.

22.2 If the Defaulting Party fails to comply with such notice referred to in clause 22.1, the Aggrieved Party shall be entitled to cancel this Agreement immediately without further notice or to claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations, in either event without prejudice to the Aggrieved Party's rights to claim damages and without prejudice to such other rights as the Aggrieved Party may have at law

23 TERMINATION

This Agreement may be terminated:

23.1 By mutual agreement of the two parties.

23.2 By either party giving not less than one calendar months' notice in writing.

23.3 In the case of default.

24 EQUIPMENT

24.1 The maintenance of equipment on sites is not the responsibility of SysControl. SysControl shall not be liable in the case of equipment failure on site.

25 FORCE MAJEURE

25.1 Neither party shall be liable for any failure or delay in providing services where such failure or delay is by reason of Act of God, war, civil disturbance, strike or other labour dispute, storm, fire, flood, material shortage, act or order of government, or agency thereof, or any other circumstance beyond governments control.

26 PAYMENTS

SysControl provides the above service, and the customer agrees to pay as per Quotations / Invoice raised which would include VAT.

27 VARIATIONS

This Agreement may only be varied if in writing and agreed by both parties.

28 Description of the Service

Acting on behalf of the customer, SysControl will provide CCTV Monitoring Service at the following location as per Annexure A