



# BCMR

Fire & Security

## BCMR FIRE & SECURITY

### TERMS & CONDITIONS

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# CHANGE HISTORY

Version	Date	Author	Change Detail
1.0	April 2025	B Reid	Terms & Conditions Created
	April 2025	B Reid	Terms & Conditions Published
1.1	September 2025	B Reid	Terms & Conditions updated in BCMR Fire & Security Official Policy Template
1.2	May 2026	B Reid	Updated contact phone number on front cover



**BCMR**

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Fire & Security

# 1. Introduction

These Terms and Conditions (“Agreement”) govern the provision of products and services by **BCMR Fire & Security**, a provider of fire and security solutions including but not limited to CCTV, intruder alarms, fire alarms, access control systems, and smart home accessories.

By requesting or accepting our services, the Client agrees to be bound by the following terms.

# 2. Definitions

In these terms and conditions:

- "We," "Us," or "Our" refers to BCMR Fire & Security.
- "You" or "Your" refers to the individual or entity receiving our Services or Goods and responsible for payment.
- "Goods" denotes the products we procure and supply to you.
- "Materials" encompasses any items, parts, or components necessary for performing the Services, excluding the Goods purchased specifically for you.
- "Premises" indicates the location where we will deliver the Services.
- "Services" refers to the consultation, provision of Goods, installation, and related tasks we perform based on your requirements, as detailed in our quotation and subsequent agreements.

# 3. Formation of Contract

A legally binding contract is established between you and us when:

- You sign / Accept our quotation, or
- We mutually agree orally to provide Services and/or Goods.

# 4. Provision of Services

Upon forming a contract, we will commence Services at the Premises using the necessary Materials, either immediately upon Goods delivery or on a mutually agreed date. Our commitment includes:

- Exercising reasonable care and skill.

- Adhering to industry standards and practices.
- Complying with relevant laws and regulations effective during Service delivery.

## 5. Goods

The selection of Goods will be a collaborative decision between you and us, unless you delegate the choice to us. Once chosen, cancellations or changes are not permitted, except as allowed by law.

## 6. Scheduling and Delays

While we strive to adhere to agreed timelines, specific start or completion dates cannot be guaranteed. If delays occur:

- You may choose to wait or cancel the contract.
- For cancellations, payment is required for Services rendered and any committed Goods/Materials. Overpayments will be refunded within 7 days.

Delays beyond our control (e.g., adverse weather, supplier issues, access restrictions) may necessitate rescheduling. If delays are excessive, you have the option to wait or cancel under the terms above.

## 7. Pricing and Payment

- **Charges:** Services are billed based on time spent, with call-outs incurring a fixed fee plus charges per 15-minute intervals. Maintained customers benefit from preferential rates; a current rate schedule is available upon request.
- **Payment Terms:** Payments are typically due upon Service completion or in staged amounts (e.g., a 30% deposit upfront, balance upon completion), as specified in our estimate.
- **VAT:** All prices are exclusive of VAT, applied at the prevailing rate.
- **Late Payments:** Interest may be charged on overdue amounts exceeding 45 days from the invoice date at the Bank of England's base rate plus 8%. We may suspend Services if outstanding amounts exceed 10% of the total contract value.

## 8. Client Responsibilities

To facilitate our Services, you are responsible for:

- Preparing the Premises and ensuring unobstructed access.
- Obtaining necessary consents, permissions, and approvals.
- Providing essential utilities and facilities.
- Being available for system handover demonstrations; additional charges apply for rescheduling.
- Not altering or interfering with installed Goods.
- Informing us of any structural changes affecting the Goods.

## 9. Assumptions and Limitations

We rely on the accuracy of information and measurements you provide and are not liable for issues arising from inaccuracies. We accept responsibility for our own measurements.

## 10. Warranty

We warrant that for 12 months from installation, the Goods will: \_\_\_\_\_

- Conform to descriptions and specifications.
- Be free from material defects.
- Be of satisfactory quality and fit for intended purposes.

This warranty can be extended annually through our service contracts. You must notify us of any defects within specified timeframes. This warranty does not cover issues resulting from misuse, unauthorized alterations, or external factors beyond our control.

Manufactures Warranty will be included within your Job Report once the job has been completed.

## 11. Communication

For routine communications, you may contact us via telephone at 01777 809 839 For significant matters, please use email at [enquiries@bcmrfiresecurity.services](mailto:enquiries@bcmrfiresecurity.services) OR [accounts@bcmrfiresecurity.services](mailto:accounts@bcmrfiresecurity.services).

## 12. Cancellation by Client

Post-contract formation, cancellations are generally not permitted unless we agree or as provided herein. If agreed:

- Payment is due for Services performed and committed Goods/Materials.
- Overpayments will be refunded after deducting amounts owed.

Unauthorized cancellations may incur charges for losses and costs, including loss of profit. Deposits may be retained to offset these amounts.

## 13. AMENDMENTS TO TERMS

We may amend these terms to comply with legal changes, adjust pricing, or correct minor errors. We will provide 30 days' notice for any amendments unless the contract is terminated earlier.

## 14. INSTALLATION AND MAINTENANCE

### 14.1. Installation Standards and Grading

Our systems are designed, installed, and maintained in compliance with current European and British Standards and accredited by relevant industry bodies.

### 14.2. Site Survey

We conduct site surveys and risk assessments to determine system grading and design. We recommend verifying system grading with your insurance provider.

### 14.3. Remote Signalling Equipment

For remotely monitored systems, we advise using a stable broadband connection. For enhanced protection we recommend Red-Care or Dual-Com GPRS systems for reliable monitoring.

### 14.4. Remote Signalling Response

- Keyholder Response: On activation, keyholders are notified. Police are not informed unless requested by a keyholder.

- Police Response: Systems must comply with the Association of Chief Police Officers Policy, requiring sequential alarm verification.

#### **Police Response Levels**

- Level 1: Priority response until three false alarms occur within 12 months, after which response is withdrawn.
- Level 3: Response withdrawn after notification; reinstatement requires a three-month period free of false alarms

### **14.5. Client Responsibilities for Remote Systems**

You must appoint at least two reliable keyholders, provide necessary passwords, and ensure keyholders can attend the Premises within 20 minutes.

### **14.6. Servicing of Remote Systems**

Remote monitored systems with Police response require servicing every six months to comply with ACPO Policy.

### **14.7. External Warning Devices**

External audible devices operate for a maximum of 15 minutes, with strobe lights flashing during audible warning.

External bell boxes will intermittently Flash once every few seconds indicating system is ARMED / SET

### **14.8. Fire Alarm System Categories**

We design systems based on categories L1 to L5 and P1 to P2, tailored to your specific needs and risks.

### **14.9. Existing Equipment and Cabling**

We are not responsible for the performance of existing equipment or cabling not supplied or installed by us. Additional charges may apply for addressing issues with such equipment

### **14.10. Site Access and Equipment**

Clients must ensure unobstructed access and may need to provide or fund necessary access equipment. Delays due to access issues may incur additional charges.

### 14.11. Electrical and Communication Requirements

Clients must provide compliant power supplies and maintain adequate internet connections for system functionality. Service calls due to client-side issues may be chargeable.

### 14.12. Civil Works

Unless agreed otherwise, civil works (e.g., ducting, trenches) are the client's responsibility.

### 14.13. Manuals and Documentation

One set of manuals is provided; additional copies may incur charges.

### 14.14. Accreditation

We issue certificates of compliance from relevant industry bodies for installed systems

### 14.15. Interested Parties

We recommend sharing the System Design Proposal with insurers and other stakeholders for approval before commencing work

### 14.16. Health and Safety

You must notify us in advance of any health and safety risks at the Premises, including but not limited to:

- Presence of asbestos or other hazardous materials
- Any known structural concerns
- Hazardous environments such as high-voltage areas or confined spaces

We reserve the right to suspend Services if health and safety risks are identified until appropriate measures are taken.

## 15. OWNERSHIP AND RISK

- Goods Supplied: Ownership of Goods does not transfer to you until full payment (including VAT) is received. We retain legal title to the Goods until such time.
- Risk Transfer: Responsibility for loss, theft, or damage to Goods passes to you once delivered and/or installed at the Premises, regardless of ownership status.

- You must not sell, lease, or dispose of any Goods supplied until payment is made in full.

If payment is overdue, we reserve the right to recover Goods still in our ownership. You must allow access to recover such items if requested.

## 16. LIABILITY

Scope of Liability: Our total liability, whether in contract, tort, or otherwise, shall not exceed the total value of the Goods and/or Services provided under this agreement.

Exclusions: We are not liable for:

- Any indirect or consequential loss or damage.
- Business losses such as loss of profit, contracts, goodwill, or data.
- Malfunctions or false activations caused by external factors (e.g., power failure, user error, telecommunications issues).
- Delays or failures caused by circumstances beyond our reasonable control.

Insurance: We carry appropriate public liability and professional indemnity insurance.

Copies of our insurance documents are available upon request.

## 17. SYSTEM MONITORING AND RESPONSE

Monitoring Service Limitations: We partner with certified Alarm Receiving Centres (ARCs) for monitoring. While these centres are regulated and operate to high standards, we do not accept responsibility for delays or failures in their response or services.

Third-Party Involvement: If the system is linked to third parties (e.g., the Police, Fire Brigade, monitoring station), their attendance and response are outside our control. We are not liable for their performance or availability.

## 18. MAINTENANCE AND SERVICE AGREEMENTS

Maintenance Options: We offer tailored maintenance packages for systems we install. These may include periodic inspections, priority response, extended warranty, and technical support.

Service Calls: If no maintenance agreement is in place, callouts are chargeable at our standard rate. Maintenance clients may benefit from reduced or included call-out fees.

System Modifications or Expansions: Any future changes to the system (e.g., adding devices, extending coverage) are treated as a new scope of work and quoted separately.

## 19. FORCE MAJEURE

We are not liable for any failure or delay in performance caused by circumstances beyond our control, including but not limited to:

- Natural disasters (e.g., floods, earthquakes)
- Acts of terrorism or war
- Governmental actions or regulations
- Strikes, lockouts, or industrial disputes
- Power or internet outages
- Supplier or logistics failures

Should such events prevent us from fulfilling our obligations, we will inform you as soon as possible and agree on a revised timeline or contract termination if necessary.

## 20. TERMINATION OF CONTRACT

We reserve the right to terminate the contract immediately if:

- You breach any material provision of this agreement and fail to remedy it within 14 days of written notice.
- You fail to make payment when due.

We are unable to perform the Services due to reasons beyond our control (see Force Majeure).

## 21. CONFIDENTIALITY AND DATA PROTECTION

We handle your personal and business data with the highest level of confidentiality and in compliance with the Data Protection Act 2018 and UK GDPR.

By entering this contract, you consent to the processing of your data for the purposes of providing Goods, Services, support, and compliance.

We do not share your data with third parties, except where required to fulfil our obligations (e.g., monitoring stations) or by law

## 22. INTELLECTUAL PROPERTY

All intellectual property rights in system design documents, technical drawings, manuals, software, and configurations remain our property unless expressly transferred.

## 23. COMPLAINT AND DISPUTE RESOLUTION

We are committed to providing excellent service. If you are dissatisfied:

- Please contact us directly to raise your concern. We aim to resolve issues swiftly and professionally.

If unresolved, we may offer mediation or refer the matter to an industry ombudsman or relevant dispute resolution service.

## 24. GOVERNING LAW AND JURISDICTION

These terms are governed by the laws of England and Wales.

Any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 25. SEVERABILITY

If any provision in these terms is found to be invalid, illegal, or unenforceable by a court, the remaining provisions shall continue in full force and effect.

## 26. ENTIRE AGREEMENT

This document represents the entire agreement between BCMR Fire & Security and the client and supersedes any previous understandings, communications, or representations.

## 27. SUBCONTRACTORS

We reserve the right to engage qualified subcontractors to carry out all or part of the Services. We remain responsible for the conduct and performance of subcontractors under this agreement.

## 28. RETENTION OF RECORDS

We may retain installation, servicing, and maintenance records for a minimum of six years or as required by law or regulatory authorities.

## 29. SIGNAGE AND MARKETING

Unless explicitly declined in writing, we reserve the right to display discreet signage on installed systems and to use images (non-identifying) of installations for marketing or promotional purposes.

## 30. EQUIPMENT BUY-BACK OR REMOVAL

If the contract is terminated prior to full payment being received, we may offer you the opportunity to purchase the installed equipment outright or arrange its safe removal at discretion.

- END OF DOCUMENT -