

BRE Global

Event Detection System

Evaluation Application Form

Contact Name:

Organisation:

Address:

Telephone:

Email:

System name:

Version:

Date:

Manufacturer achieved F1 Score:

Abandoned Baggage: Doorway Surveillance:

Parked Vehicle: Sterile Zone:

Please send to:

Glynn Taylor, BRE Global, Watford, Hertfordshire. WD25 9XX Alternatively, fax to +44 (0)1923 664603 or email to taylorg@bre.co.uk

Terms and Conditions for Testing and Assessments PN 269 CPNI Video Analytics Assessment Programme
© BRE Global Ltd 2015

1 Interpretation

1.1 In these Terms 'BRE Testing' and 'LPC Testing', 'BRE Global' and 'BRE' (hereinafter referred to as 'BRE') means BRE Global Limited (registered in England, No.8961297), whose registered office is at Garston, Watford, Hertfordshire, WD25 9XX. 'Customer' means the person, company, firm or other body for whom BRE has agreed to provide the Test(s) in accordance with these Terms.

'Contract' means the contract for the provision of the Test(s), consisting of the Schedule and these Terms. These may be amended, modified or supplemented from time to time in accordance with these Terms.

'Document' includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data.

'Schedule' means the letter, quotation, proposal or document which details the Test(s) to be carried out and any special conditions.

'Special Conditions' means any special conditions which have been agreed between BRE and the Customer as applying to the Contract, in addition to these Terms, as set out in the attached Documents.

'Terms' means these terms and conditions.

'Test(s)' means the test(s) or assessment(s) identified in the Schedule.

'Report(s)' means the report(s) relating to the Test(s).

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

1.3 References to any statutes or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

1.4 Time shall not be of the essence.

1.5 The revision status of these terms and conditions is stated at the bottom of each page. This revision supersedes all previous revisions, and upon issue to Customers is deemed to be the prevailing Terms for all new and existing Contracts. Continued participation in the Contract is deemed to be acceptance of these Terms.

2 Testing Services

2.1 Responsibility of BRE

2.1.1 BRE, its employees and agents agree to maintain as confidential and not to use or disclose to any third party (except for the Government Communications Planning Department, for which the Customer permits disclosure of its information and any test results under confidentiality obligations no less restrictive than these), any information derived from the Customer in connection with any Test or any Report without the consent of the Customer except where it is necessary to enable BRE to perform its services. The following shall not be subject to such restrictions:

2.1.1.1 information which was already in the possession of BRE prior to its disclosure by the Customer or which subsequently comes into BRE's possession free from any obligation of confidentiality; or

2.1.1.2 information which has been independently developed by BRE; or

2.1.1.3 information which is or shall lawfully become part of the public domain; or

2.1.1.4 information which is necessary to enable BRE to achieve or maintain accreditation.

2.2 Responsibility of the Customer

- 2.2.1 The Customer shall at his own expense supply BRE's personnel with all materials, Documents, information and data necessary to perform any Test. The Customer shall ensure the accuracy of all this material. The Customer shall at his own expense retain duplicate copies of all this material and insure against its accidental loss or damage. BRE shall have no liability for any such loss or damage, however caused, including due to negligence.
- 2.2.2 The Customer shall be responsible at his own expense for delivering the products or materials to such premises as BRE directs for that purpose, and for collecting them when notified by BRE that they or any of them are available for collection. If the Customer fails to collect them within 90 days, BRE may, without prejudice to any other right or remedy available to BRE, store, sell or destroy them.
- 2.2.3 The Customer shall be responsible for any delays in the testing resulting from any material, products, documentation or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or arising from their late arrival or non-arrival or any fault of the Customer that results in extended occupation of a test rig or equipment or significant delays to other customers projects and will be subject to additional charges.
- 2.2.4 The Customer shall not identify the product as approved by or use the name of FRS, BRE Fire Division, BRE Global, BRE Certification, BRE, Building Research Establishment or any other name used by BRE or Building Research Establishment Ltd or make any reference to any Test or Report or services rendered hereunder for any advertising, sales or promotional purpose or through any use whatsoever that could imply approval under this Contract, unless such approval is covered by a separate written agreement with BRE.

3 Safety

- 3.1 Where BRE is required to access any property of the Customer for the purposes of carrying out the Test(s), then the Customer shall provide unhindered access together with all relevant working facilities required by BRE and shall provide safe access and a safe working environment which complies with all health and safety legislation.
- 3.2 The Customer agrees to make full and immediate written disclosure to BRE of all relevant information concerning any defect or potential hazards of the product or material when submitted for testing or as soon as they become aware of it.

4 Charges

- 4.1 The Customer shall pay to BRE the charges set out in the Schedule. All charges quoted to the Customer for the provision of the Test(s) are exclusive of any Value Added Tax.
- 4.2 BRE shall be entitled to invoice the Customer in accordance with the Schedule.
- 4.3 All sums payable to BRE shall be paid by the Customer (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of BRE's invoice and the Customer hereby acknowledges that no Test(s) will commence prior to receipt of payment in full and any required documentation as may be identified by BRE.
- 4.4 If payment is not made by the due date, BRE will exercise its statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debt Regulations 2002.

5 Rights in reports

- 5.1 The Customer agrees that BRE may distribute and use information and any Report within BRE's management system.
- 5.2 The Customer shall not reproduce or distribute any Report except in its entirety without any change, deletion or addition thereto. The Customer shall maintain a record of the location of all copies of a Report and upon request produce this record to BRE.
- 5.3 The Customer must notify BRE immediately if he becomes aware of any unauthorised use of the whole or any part of any Report by any third party.

6 Rights warranties and liabilities

- 6.1 BRE may perform the Contract using any other subsidiary of the BRE Group of Companies.
- 6.2 BRE warrants to the Customer that the Tests will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Schedule.
- 6.3 BRE shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.
- 6.4 Except in respect of death or personal injury caused by BRE's negligence, or as expressly provided in these Terms, BRE shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of BRE, any other subsidiary of the BRE Group of Companies, their servants or agents or otherwise) which arise out of or in connection with the provision of any Test or its use by the Customer, and the entire liability of BRE under or in connection with the Contract shall not exceed the amount which has actually been paid by the Customer to BRE for the provision of the Test(s), except as expressly provided in these Terms.
- 6.5 Except in respect of death or personal injury, the Customer will look only to BRE (and not to any individual carrying out the Contract, including any directors of BRE) for redress if the Customer considers that there has been any breach of this Contract. The Customer agrees not to pursue any claims in contract, tort (including negligence) or for breach of statutory duty against any individuals working for and on behalf of BRE in carrying out its obligations under the Contract at any time, whether named expressly in the Contract or not.

6.6 BRE shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of the loss of or damage to any products or materials in the course of carrying out any Test(s) on them nor shall BRE be liable for any delay in performing, or any failure to perform, any of its obligations in relation to any Test, if the delay or failure was due to any fire or explosion resulting from a Test, or any cause beyond BRE's reasonable control. The customer acknowledges that any hard drive or other recording media within the equipment test will be removed and destroyed prior to the return of any Customer equipment and agrees to hold BRE harmless in this respect.

7 Termination

- 7.1 BRE shall not be required to fulfil its duties and obligations under the Contract if at any time BRE is prevented from fulfilling its duties and obligations by any acts or omissions of the Customer or the Customer's personnel provided always that in order to avail itself of this provision BRE must give written notice to the Customer of any such act or omission of the Customer within 72 hours of the occurrence of such act or omission.
- 7.2 Either party may terminate the Contract forthwith by notice in writing to the other if the other:
- 7.2.1 commits a breach of the Contract which in the case of a breach capable of remedy shall not have been remedied within 14 days of the receipt by the other of a notice from the innocent party identifying the breach and requiring its remedy; or
- 7.2.2 is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under the Contract) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party giving notice means that the other may be unable to pay its debts.

7.3 If the Contract is terminated by the Customer prior to completion of any Test, the Customer shall pay to BRE:

- 7.3.1 the full costs for the work completed to the date of termination including profit, and
- 7.3.2 any third party costs, and
- 7.3.3 any additional costs arising from early termination of the project.

7.4 The provisions of sub-clauses 2.1, 2.2.4, 5.2, 6.3, 6.4, 6.5, 7.3 and 7.4 and clause 13 shall survive any termination.

8 Assignment

Neither party shall assign, transfer, sub-contract or in any other manner make over to any third party the benefit of the Contract, without the prior written consent of the other. The burden under this Contract shall only be transferred under a novation agreement.

9 Third parties

Save as expressly provided in this agreement, no term shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being any person other than the parties, their permitted successors and assignees).

10 Entire contract

The Contract embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements understandings or arrangements relating to the subject matter of the Contract. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in the Contract.

11 Waiver

No failure or delay on the part of either party hereto to exercise any right or remedy under the Contract shall be construed as or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy, as the case may be. The rights and remedies provided in these Terms are cumulative and are not exclusive of any rights or remedies provided by law.

12 Notices

A notice to be given hereunder shall be in writing and may be delivered personally or by sending it by pre-paid first class post or facsimile to the intended recipient's address given herein or to any other address supplied with reference to and in accordance with this clause to the other party hereto at their address for the purposes of service under the Contract.

A notice delivered personally shall be deemed to have been served on delivery. A notice sent by post shall be deemed to have been served at an address within the United Kingdom at the expiry of 48 hours from the date of posting and at an address outside the United Kingdom at the expiry of 72 hours from the date of posting. Where any notice is given by facsimile service of the same shall be deemed to be effected upon receipt of the normal confirmation of receipt.

13 Governing law

The Contract shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.