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Terms and Conditions

THE FOLLOWING TERMS GOVERN OUR (Fast Wireless Internet T/A ARRA Communications) AGREEMENT TO PROVIDE SECURITY INSTALLATION SERVICES TO YOU, THE CUSTOMER. IT IS IMPORTANT THAT YOU READ THESE IN FULL AND CAREFULLY.

BY THE NATURE OF HAVING A FAST WIRELESS INTERNET T/A ARRA COMMUNICATIONS (HERE ON KNOWN AS ARRA) SECURITY SYSTEM (HERE AFTER KNOWN AS THE SERVICE) YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS

These General Terms & Conditions together with any Specific Terms and Conditions for your Service and the Acceptable Use Policy form the Agreement between You and Us. If any of these General Terms & Conditions are inconsistent with any Specific Terms and Conditions for your Service, then the Specific Terms & Conditions shall prevail. By signing up for the Service you warrant that you are capable of entering into a binding contract; or are acting with the express permission of a person or organisation and using the payment details of that person and that they also agree to be bound by the terms of this Agreement. You also agree to comply and adhere to any and all applicable laws and regulations in relation to this Agreement.

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www.arra.ie

1 - Formation of Agreement

1.1

All Orders are automatically accepted by ARRA as soon as they are made. Accordingly, an Agreement commences between ARRA *and* the Customer as soon as the Customer gives their application to an ARRA sales agent or otherwise submits their Order to ARRA, whether by telephone or via the Website or by any other means of communication.

2 - Accuracy of Order

2.1

The Customer is responsible for ensuring the accuracy of any Order which it submits to ARRA. If a Customer feels that they have made a mistake in their Order or require any changes to be made to their Order, they shall be required to notify ARRA as soon as possible and, in any event, within 7 (seven) days of submitting that Order. Any failure to do so may result in additional costs being charged to the Customer.

3 - Payment Terms

3.1

- All payments are to be made in favour of ARRA Communications
- All taxes, levies, VAT etc. applicable at prevailing rates from time to time.
- A 50% deposit is required in advance to proceed with order.
- The standard delivery period of Security Services is 10 business days from the date of receipt of deposit. The same however is subject to the mutually agreed delivery lead times during order stage.
- Offer valid for number of days as noted on each quotation.
- Balance of payment is due on day of install. If payment is not received on date of install service can be deactivated after 5 business days.

4 - Warranty Terms

4.1 Manufacturer warranty on equipment is valid for a period of 24 months from the date of installation of CCTV

- Call out charges apply.
- Manufacturer General Terms and Conditions and Warranty Terms Apply

4.2 CCTV Security Systems must be maintained to keep them performing optimally. Maintenance Contracts are recommended and will be advised on quotation and on the day of installation. Customer can request a quotation for a maintenance service at any time.

Mounting a DVR/ NVR in network rack is advisable to ensure that, it is undisturbed by manual handling.

4.3 Conditions Not Covered by Warranty:

- Damage resulting from abuse or misuse of the system, accidents, natural calamity (Force Majeure including electrical storms, storm damage, lightning), alteration, misuse, tampering and abuse.
- Failure of Customer to properly follow operating instructions and user equipment maintenance guidelines provided by us at time of installation.
- Trouble in internet line or interruption to commercial power.
- Matters arising in respect of cabling where cable was not installed by ARRA
- Failure of interconnected equipment not installed by ARRA, including, but not limited to, wiring, conduit, voice or data transmission equipment or facilities, access control, or CCTV or security appliances.

5 – Installations

5.1

- The installation date shall be agreed between ARRA and the Customer as soon as possible upon the payment of deposit in accordance with the formation of agreement section
- The Customer shall ensure that a responsible adult is present at the Premises on the installation date to
 - deal with any queries that ARRA may have in connection with the Installation,
 - accept any instructions from ARRA in relation to the Security System and/or the Services
 - provide such cooperation as shall reasonably be required by ARRA in connection with the Installation and its provision of the Service.
 - Ensure that they are satisfied as to the location/ positioning of cameras
- The Customer shall ensure, that there is, at the premises, an adequate and suitable power supply, power points, electrical fittings, broadband connectivity and telephone lines and fittings. UPS (Online Power Surge Battery Backup) connection to DVR/NVR is advisable for uninterrupted coverage
- If for any reason the Customer fails to accept delivery of a Security System, or to permit installation of the Security System, or fails to provide appropriate instructions to ARRA within a reasonable period following receipt of deposit, to enable ARRA to effect delivery and installation of the Security System and/or to commence its provision of the Service, ARRA may, without limitation to any other right which may be available to it, terminate the Agreement with immediate effect. In this event, ARRA shall be entitled to retain any deposits and/or upfront payments (as defined in Section 6.1) which may have been paid by the Customer prior to such termination.

5.2 CCTV Installation Terms:

5.2.1

- Installation materials like pipe, bend, clamp etc. if required will be advised in advance and should be provided by the customer.
- If you want to view your cameras remotely over the internet or on your phone, arrange with your Internet Service Provider to get at minimum 1 Mbps upload speed.
- Additional device configuration (in addition to any outlined in your quotation) can be completed at additional cost (on availability of Internet connectivity on the premises) during installation date.
- Monitor / Display Screen with HDMI / VGA port and router should be arranged by the customer and available on installation date to preview and confirm quality output on the premises.
- Cable & Laying will attract additional charges if it exceeds the specification mentioned in your quotation.
- Mobile Configuration / Permanent Monitor Connection, requested by the customer after the date of installation will attract additional charges.
- Installation requires drilling holes in interior and exterior walls. ARRA limits its liability to the repairing of said holes and cannot be responsible for providing paint or wall coverings in respect of same.

6 – Ownership of the System

6.1 In the event that ARRA installs a System, ARRA shall retain ownership of the system until any final payment due by the Customer is received by ARRA.

6.2 For the avoidance of doubt, any security system existing at the premises, which is not an ARRA system, shall remain the property of the Customer.

7 – Services

7.1 When required under a maintenance contract ARRA shall perform the services as outlined in the maintenance agreement from the installation date until the agreement is terminated.

7.2 The Customer shall be responsible for providing ARRA with all information which it reasonably requires to enable it to perform the service and for ensuring that all information provided to ARRA is accurate, complete, and up to date. The Customer shall also be responsible for obtaining the consent of any nominated key holders (if applicable).

7.3 The Customer acknowledges that actions by Emergency Service Providers and the Customer's nominated key holders following notification to them of an alert are outside the control of ARRA and accordingly ARRA shall have no responsibility or liability for any acts or omissions of Emergency Service Providers and/or the Customer's nominated keyholders (or their nominees), following the notification to them of an Alert.

7.4 Where additional non-standard maintenance is required by a Customer that is not due to the fault or default of ARRA, additional charges shall apply.

7.5 The Services provided (outside of those outlined in any maintenance agreement) do not include visits to the Premises (or additional time spent at the Premises) for the purposes of:

- a) rectifying any failure or malfunction of the Security System and/or the Services caused directly or indirectly by accident, neglect, misuse (other than the use for which it was intended) or by adverse environmental conditions, electrical current fluctuations (including failure of electrical power) or deliberate damage resulting from reckless, negligent or careless conduct (including omission) by the Customer or resulting from wear and tear other than in a respect of any failure or malfunction resulting from fair wear and tear.

- b) remedial maintenance necessitated by the undertaking of work on the Security System (including moving, relocation, conversion, or adaptation) by anyone other than ARRA unless approved by ARRA
- c) remedial maintenance necessitated by a Force Majeure Event or items specifically noted in paragraph 4.3 above.

7.6 ARRA may remotely access panels (being part of the Security System fitted and supplied by ARRA) to facilitate essential maintenance and/or upgrades.

8-Customer Warranty and Indemnity

8.1 The Customer warrants to ARRA that they are over 18 (eighteen) years of age, legally entitled to enter into the Agreement and are:

(i) The freeholder of the Premises

or

(ii) A tenant of the Premises and have obtained the landlord's approval to the Installation and/or commencement of the Services at the Premises.

Customer agrees to provide ARRA with evidence of such landlord approval upon request.

8.2 The Customer irrevocably agrees to indemnify ARRA against any claims made against it (*and related costs incurred by it*) by:

(i) Emergency Service Providers seeking reimbursement of their costs, where it is alleged by such Emergency Service Providers that their taking of action and/or attendance at the Premises as a consequence of the Services, was without just and sufficient cause; and

(ii) the Customer's nominated key holders (or their nominee), in connection with their taking of any action on foot of an Alert.

9 - Liability of ARRA

9.1 ARRA is not an insurer, and the Customer acknowledges and accepts that ARRA shall not as a consequence of its entry into an Agreement, have any liability whatsoever to the Customer for any damage to the Premises and/or any



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loss suffered by the Customer or any other party at the Premises (whether of contents or otherwise).

9.2 ARRA makes no guarantee or warranty that the System and/or the Service will avert or prevent occurrences or the consequences of occurrences which the Alarm System and/or the Service are intended to detect.

9.3 Notwithstanding the foregoing provisions of this Clause 9, should ARRA for any reason, be deemed to be liable for any loss, damage, expense or injury arising out of or in connection with any defect or malfunction of the Security System and/or the provision of the Services or in respect of any failure, interruption, or restriction of the Security System and/or the Services caused by any act, omission or negligence on the part of ARRA, the total aggregate liability (whether in contract, tort or otherwise) of ARRA shall be the lesser of the amount paid by the Customer to ARRA pursuant to the Agreement and fifteen thousand euro (€15,000).

9.4 ARRA shall not under any circumstances have any liability to the Customer for any special, consequential, or indirect loss whatsoever, or for any economic loss (including loss of profits, loss of business, depletion of goodwill or loss of business opportunity) whether foreseen or unforeseen and whether caused by the negligence of ARRA or otherwise.

9.5 ARRA will make good any damage caused to the premises by ARRA in the course of the installation or performance of the Service, however, for the avoidance of doubt, ARRA shall not be responsible for the cost of repairing any pre-existing faults or damage to the Premises which is discovered in the course of the installation and shall have no obligation to restore the Premises to its pre-installation condition following its removal of the Security System or any Retained Property in accordance with these Conditions.

9.6 Nothing in these conditions excludes or limits the liability of ARRA for death or personal injury cause by ARRA's negligence, or for any matter which it would be illegal for ARRA to exclude or attempt to exclude its liability or for fraud or fraudulent misrepresentation.

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10 – Customer’s Obligations

- i.1 The Customer shall be obliged to:
- (i) Promptly report any defects in the Security System and/or Service to ARRA.
 - (ii) Inform ARRA in advance if there will be a change of broadband supplier or significant works taking place that may affect the installation.
 - (iii) Ensure that the Security System is at all times kept safely and properly used and in connection therewith, the Customer shall:
 - (a) While the Security System is not in use, ensure that the electricity supplied to it is not turned off.
 - (b) ARRA take no liability if the Security System is moved to another location or interfered with in any way by any person other than ARRA
 - (c) Not remove, tamper with, or obliterate any part of the equipment or cables including any words or labels on the Security System.
 - (d) Take proper care at all times to use the Security System in accordance with details provided by ARRA on day of installation.
 - (e) If party to a maintenance contract with ARRA does not allow third parties to service, maintain, add to and/or remove from the Security System in part or in total.
 - (f) Not to engage in any action that could hinder or inhibit ARRA in the provision of the Service.
 - (h) Comply with any other requirements notified by ARRA from time to time.

10.2 ARRA reserves the right to charge for any work which it is required to carry out in relation to the Security System and/or the Service which is attributable to a failure by the Customer to perform the obligations specified in Clause 10.1 above or such other obligations as may from time to time be notified by ARRA to the Customer in writing or on the day of installation. Details of any applicable charges shall be notified to the Customer at the relevant time.

11 - Force Majeure Event

11.1

Any event outside ARRA reasonable control including but not limited to, breakdowns in telecommunications or internet services, severe weather conditions, lightning, burglary, vandalism, civil disorder, terrorist activity, war, government action, strikes, lock-outs or other industrial disputes, failure of a utility service and/or any acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, electricity or electronic telecommunications or internet service provider, Emergency Service Provider or a relevant regulatory authority

12 - Maintenance Term and Termination

12.1 Term

Maintenance agreement will come into existence on the Commencement Date and subject to any early termination as outlined in the agreement, shall terminate on the expiry of the Minimum Term as outlined in the agreement, save that, the Customer must notify ARRA a minimum of 30 (thirty) days prior to the expiry of the Minimum Term that it does not wish to continue the Agreement beyond the expiry of the Minimum Term and where it fails to do so, the Agreement will continue in force after the expiry of the Minimum Term and shall remain in force until receipt of notice to terminate.

12.2 Termination by the Customer

12.2.1 Ending the Agreement during the “Cooling Off Period”:

The Customer may, without giving any reason, terminate the agreement at any time within a period of 14 (fourteen) days following the commencement date by notifying ARRA accordingly. If the Customer terminates the agreement under this Clause 12.2.1 and has already made payment to ARRA of some or all of the charges, the following shall apply:

- (i) Charges paid which relate to services which ARRA has not yet provided, shall be reviewed by ARRA and refunds determined on a case-by-case basis.
- (ii) Charges paid which relate to services which ARRA has already provided to the Customer shall not be refunded.

12.2.2 Ending the Agreement after the “Cooling Off Period”:

(i) Should the Customer wish to terminate the Agreement at any time after the Cooling Off Period, other than pursuant to Clause 12.1 above (i.e., on providing a minimum of 30 (thirty) days’ notice prior to the expiry of the applicable term) or Clause 12.2.2

(ii) below, the Customer shall be required to pay to ARRA a termination fee, which shall equate to the full amount of the charges which would otherwise have been payable by the Customer to ARRA under the Agreement during the remainder of the Minimum Term (as the case may be), had the Customer not terminated the Agreement early. Such termination fee shall become immediately payable on termination.

(ii) In the event of ARRA being in breach of the Agreement in any material way and failing to commence action to remedy such breach within 30 (thirty) days of ARRA receiving a written request from the customer to do so, the Customer shall be permitted to immediately terminate the Agreement by notifying ARRA in writing and should the Customer terminate the agreement in such circumstances, no termination fee shall be payable by the customer and ARRA shall refund all charges paid to ARRA by the Customer for Services not yet provided to the Customer.

12.3 Termination by ARRA**12.3.1** Ending the Agreement on Notice:

ARRA may terminate the Agreement at any time (without reason) upon providing the Customer with at least 30 (thirty) days’ notice in writing. Upon termination by ARRA in accordance with this Clause 12.3.1, should the Customer have made any payment in advance for Services that have not yet been provided by ARRA, ARRA will refund such amounts to the Customer.

12.3.2 Ending the Agreement for non-payment of Charges:

ARRA may terminate the Agreement at any time with immediate effect by notifying the Customer in writing, if the Customer fails to pay any of the Charges by their due date for payment. Any termination of the Agreement by ARRA pursuant to this Clause 12.3.2 does not affect ARRA’s right to charge the Customer interest or any other rights which may be available to ARRA in such circumstances.

12.3.3 Ending the Agreement in the event of a breach or insolvency scenario:
ARRA may terminate the Agreement with immediate effect by giving written notice to the Customer if:

- (i) the Customer breaches any term of the Agreement (other than a breach of its payment obligations, which is dealt with instead under clause 12.3.2 above) and does not remedy the breach within 30 (thirty) days of being asked by ARRA to do so.
- (ii) the Customer (being a company or other business entity) has a receiver, manager, examiner, administrator, administrative receiver, or similar officer appointed in respect of the whole or any part of its assets or business or enter into liquidation (whether compulsory or voluntary); or
- (iii) the Customer (being an individual) is adjudged bankrupt or makes any composition or arrangement with their creditors or suffers distress or execution to be levied on the Premises; or
- (iv) the acts or omissions of the Customer or anyone acting on their behalf, prevents ARRA from carrying out the Services.

12.3.4 Ending the Agreement due to Unsuitability:

ARRA may terminate the Agreement at any time with immediate effect by notifying the Customer in writing, if ARRA, in its absolute discretion, determines that a pre-installed Security System located at the Premises, is not suitable for providing the Services.

12.3.5 Ending the Agreement due to the provision of invalid payment details:

ARRA may terminate the Agreement at any time with immediate effect by notifying the Customer in writing, if ARRA, establishes that the payment details provided by the Customer are invalid.

13 – Changes to the Conditions

13.1 ARRA may revise these conditions from time to time in its absolute discretion.

13.2 ARRA reserves the right to amend the conditions at any time without notice to the Customer. Such amended conditions shall be made available on the ARRA Website and shall be immediately incorporated and form part of this agreement as if they were contained within this agreement.

14 - GDPR Terms

14.1 For our Security Data Protection Document please visit:

<https://www.arra.ie/wp-content/uploads/2021/01/Data-Security-Protection.pdf>

15 – Complaints

15.1 If you have a complaint about the way we have handled any aspect of your service or how you have been treated as a customer while dealing with any ARRA employees, you may send your written complaint to:

ARRA
Stafford Street
Nenagh
Co. Tipperary
Ireland
E45 D259

Once a complaint has been received, we will assign a unique case number which is automatically generated upon entry of a complaint to our case management system. The complainant will be informed of the assigned case number for their records and future communication in order to streamline the process.

16 – Disputes

16.1

In the event of a dispute between us, which cannot be resolved to a satisfactory level, you have the right to refer the matter to the Private Security Authority (PSA).

ARRA is regulated by Private Security Authority and must abide by any decisions or rulings they make.