

**Wireless “VAPS” (Visual Asset Protection System) – Robowatch Installation
Terms & Conditions of Robowatch Security Camera Remote Monitoring – April 2022**

Security Camera Survey

- a. A pre-installation site survey will be undertaken by a Robowatch surveyor prior to the installation of any security cameras, this will detail recommendations as well as prerequisites required such as posts required and H & S issues.
- b. Robowatch takes no liability for any loss or damage where a client does not have a site survey undertaken, only provides a site plan or a plan of where they want the cameras to be installed themselves or amends the position of the cameras that differs from the original plan.
- c. Unless requested, at the time of the survey, the surveyor will assess the number of cameras required to provide adequate security coverage for the perimeter of the site or area that requires protection & this will be displayed in the quotation. Our recommendations are based on many years of experience & will provide the ultimate coverage of the client's requirements.
- d. Where a client reduces the number of cameras recommended Robowatch takes no liability for intrusion, damage or theft where no cameras are installed or the survey recommendations have not been followed.
- e. At the time of the survey site surveyor will discuss the individual project requirements with the site representative and assess the number of cameras required to provide adequate security coverage for the site to include - (A) perimeter of the site, (B) High risk area(s), (C) storage or laydown areas, offices or other area(s) that requires security protection & this will be displayed in the quotation.
- f. Area(s) of a project that the site representative “states” there is NO requirement for security camera monitoring. These areas will be shown and highlighted on the quotation site plan with a notation.

Prior to the Security Camera Installation

- a. Robowatch will telephone or email the site representative at least 24 hours prior to the installation to check that they are ready for the installation & that the pre-requisites are in place.
- b. After receiving the go ahead from the site representative an installation date will be confirmed.
- c. Should the Robowatch engineer attend the site on the date agreed and the installation is aborted after receiving confirmation and the instructions to proceed from the site representative then an aborted visit/cancellation fee will be charged (at the current rate shown on the General Terms & Conditions).

Security Camera Installation

- a. The installation of the security cameras will be as per the initial site plan unless agreed with the site representative.
- b. Where the site has changed from the original survey plan, the engineer will liaise with the site representative to assess the optimum position of the cameras for the best coverage of their site/required location.
- c. Robowatch takes no liability for loss or damage to CCTV systems or Wireless cameras that have been installed by the site staff or a third party.
- d. If a site representative is unhappy with the position of the cameras, they must discuss this with the engineer on site or call the operations manager on 01303 261210 within the first 48 hrs of the work being completed.

Limitations of the Wireless VAPS Cameras

- a. The wireless VAPS cameras are not live CCTV cameras and provide verification images of person / objects / vehicles when the cameras are armed and activate the detectors.
- b. These cameras are not live CCTV cameras & do not record live footage.
- c. They do not record 24 hours a day
- d. A viewing app is not provided for clients to view the cameras
- e. The control room are unable to view live images of these cameras. Images are only received on activation of an armed camera.

Customer Details Forms

The client is responsible for completing the customer details form following the installation of the cameras.

The Form Must Detail Clearly

- a. The times in which the system is to be armed & disarmed during the weekdays & weekends.
- b. The keyholder's name, telephone number & hours that they can be contacted. At least one of the keyholder's names must be available to contact 24 hours a day in the case of an incident. A keyholding service & security patrols are available if the client does not have a member of staff available to deal with incidents (Please enquire for more details).
- c. The contact details of the person that incidents reports are to be sent to control@robowatch.co.uk.
- d. For GDPR reasons – the names & contact details of the company staff that are permitted to request stills from security cameras. No details of the site or stills can be sent or requested to anyone other than the persons quoted on the customer details form.
- e. A password for the site, that must be given to control room staff when telephoning Robowatch to inform them that staff are entering or leaving site at times that differ from the agreed times on the customer details form. Also, to be used when requesting information, stills or to change customer details or keyholders details.

Arming & Disarming of Cameras

- a. It is the site representative's responsibility to inform the control room on 01303 261210 if the site opens or closes at different times other than those specified on the customer details form.
- b. If the site is to open at the weekends at times that differ from those that are given.
- c. If the site opening & closing times change during the different seasons of the year.
- d. When staff or visitors are to visit the site for any reason out of normal working hours.

Robowatch takes no liability for intrusion, damage or theft when site staff are on site or leave site early/enter site early from those times stated for arming & disarming the cameras.

Housekeeping & False Activations

It is the responsibility of the client to ensure that the site cameras are free from:

- Obstructions including foliage & vegetation or site materials & plant.
- All monarflex & flapping plastics are removed from the camera shot or tied down to eliminate false activations.

Robowatch undertakes 4 hourly camera checks – if an obstruction is noticed or there is an issue that creates false activations, the site representative will be contacted and asked to rectify this. If this is not rectified within a reasonable time the camera's alarms will be isolated. This may mean that genuine activations may be missed, so please prevent this by rectifying any site issues promptly. Robowatch takes no liability for areas where cameras have been isolated due to many false activations and the issue has not been dealt with promptly.

Housekeeping to include a weekly visual check of the system to check for damage to cameras and detectors. The site agent is also responsible for ensuring the cameras are clean & for checking that the cameras are looking at the correct area(s) and detectors have not been moved or covered.

Isolating of Cameras

- a. Cameras must be kept clear of all obstructions / flapping plastics (or other items).
- b. Cameras may be isolated (switched off) if they send through multiple false activations caused by:
 - * Obstructions
 - * Foliage & Vegetation
 - * Flapping Plastic / Monarflex / Flags etc
 - * Cameras Pointing At Busy Roads / Traffic
 - * Public Areas
- c. In the case that a camera or cameras are causing multiple false activations – the client will be informed and given 24 hours to rectify the issue. If the rectification is not made then the camera will be isolated until the issue has been rectified.

Storage of Equipment, Plant, Vehicles & Materials Storage

- d. All equipment, tools, plant, machinery, etc must be placed within 20 meters of a camera.
- e. It must be well within the boundary of the site.
- f. All keys/codes to access the plant, padlocks and containers must be secure and not accessible to intruders.
- g. All obstructions that may obscure the cameras must be cleared to enable the control room to clearly see the items that we are protecting.

Robowatch cannot take liability for items that are stolen or damaged when they are out of view of the camera's/detectors or if the camera's views are obstructed by plant, equipment or materials.

Resurveys & Relocation of Security Cameras

- a. It is the responsibility of the site manager to arrange a re-survey of the site if the camera's requiring repositioning due to the progression of the site build or change in hoarding / buildings.
- b. The site manager is also responsible for ensuring that the site has adequate coverage & must request a site survey if additional cameras are required.

Intruder or Incident Related Activations

- a. Robowatch cameras are motion activated and an alarm is sent through to the control room.
- b. The Robowatch controller will assess the activation as quickly as possible and determine if actions are required.
- c. On determining that an unauthorised person is on the site they will:
 - Issue an audio warning via the PA system & warn off the intruders (where wireless audio alarms are installed).
 - Where required, the police are called using 101.
 - The cameras are monitored continuously throughout the incident until the intruders are no longer visible.
 - Keyholders are contacted via the telephone between 06.00 & 21.00 (unless other times are provided). Between 21.00 & 06.00 a text message will be sent to indicate that their site has an incident. In an emergency, the keyholder may be contacted by telephone at any time of the day.
 - It is the responsibility of the site contacts to answer the telephone. If the telephone is not answered an answerphone message will be left with details of the incident that is occurring.
 - The controllers will liaise with the keyholders, police & security patrol (if available) through to its conclusion.
 - A full report of the incident with camera stills will be sent the next working day to the client contacts as per the customer details form.

Keyholding & External Patrols

- a. Where installed, Robowatch uses Citiguard for all keyholding & external patrol services.
- b. The client is responsible for providing a set of keys or set of gate codes to Citiguard once the service has been set up.
- c. This is an external third-party service provided and Robowatch has no control or responsibility for the keyholding & patrol staff.
- d. Robowatch takes no responsibility for response times of security patrols or attendees.
- e. Any activation that is confirmed as an intruder or is deemed necessary that a security presence is required on site will activate a call to the security patrol team for attendance.
- f. Robowatch will invoice the client for the keyholding service & any security patrols required due to activations that warrant a security presence.

Police / Emergency Services Attendance

- a. In most cases of intruders / persons on site / an incident – the police will be called.
- b. Robowatch is authorised to call 101 unless we have evidence of damage / theft / danger to life in which case 999 is called.
- c. When the 101 call is answered Robowatch will request for police attendance on the site. It is the decision of the police if they will attend.
- d. Robowatch has no control over:
 - * The time taken for the Police Headquarters to answer the call from Robowatch
 - * If the call will be answered at all
 - * If Robowatch has to report the incident online at the Police's request
 - * Whether the Police will attend the site
 - * If the Police require a keyholder to attend the site for them to also attend.
- e. In the case that fire is detected on site the Fire Service & Police will be contacted using 999.

Missed Activations

- a. Robowatch will provide the monitoring services as requested during the hours requested by the client.
- b. Any missed activations by the monitoring staff will be investigated and preventative measures installed to prevent reoccurrence.
- c. Any missed activations missed that may lead to loss or damage from the site will be investigated by the management team and where Robowatch is deemed at fault, the loss will be assessed by the Robowatch insurance loss adjusters for compensation.
- d. No compensation will be provided for:
 - loss when cameras that have been reported as damaged/faulty/obstructed/causing multiple false activations and the client has been informed of remedial actions that are required but have not been undertaken.
 - When cameras are non-functioning due to flat batteries and the client has been informed previously to recharge these devices.
 - Where full perimeter coverage is not in place and intruders cannot be detected by the cameras that are positioned on the site.
 - Where recommendations from Robowatch have not been undertaken in terms of camera numbers and/or locations.
 - Where the client has decided on their own camera location or has declined a site survey be undertaken by Robowatch.
 - Where cameras have been moved, removed or disabled by site staff.

Limitation of Liability

- a. This Condition sets out the financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
 - (i) any breach of the contract;
 - (ii) any use made by the Customer of the services, the deliverables or any part of them; and
 - (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the contract.
- b. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.
- c. Nothing in these conditions limits or excludes the liability of the Supplier:
 - for death or personal injury resulting from negligence; or
 - for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier.
- d. The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to £50,000.
- e. All compensation claims will be assessed and where required passed to insurance loss adjusters to assess where liability lies.

Image Requests

- a. For GDPR reasons image requests can only be made by the named personnel on the customer details form, regardless of their position within the organisation.

Loss of Communications

- If the site loses communications with its 3G/4G router the keyholders will be informed of the situation using the requested contact details. It is the responsibility of the site representative to call the control room to discuss the problem.
- Robowatch cannot take any responsibility for the loss of 3G/4G data communications that are provided by a third-party mobile network provider or any losses or incidents during the mobile data outage.
- Robowatch is not responsible for providing security patrols or a man guarding during third party telecom outages.

Damaged Equipment

- a. The client is responsible for any damage to the equipment caused by site staff or subcontractors.
- b. This should be reported to Robowatch promptly & we can plan for replacements to be installed.
- c. This may include camera / detectors, wireless PA systems & communicator bridges.
- d. If a camera is noted as damaged by the control room staff, then the client will be informed immediately.

Communication Signal & Signal Failure

- a. The security cameras & communication bridges are supplied with a 4G networked sim card.
- b. During the survey for the site a 3G / 4G assessment is undertaken to ensure that the location receives a good telecoms signal.
- c. Robowatch & the Reconeyez Wireless Camera system rely on a third-party telecommunications signal and Robowatch has no control over its provision & strength.
- d. Robowatch takes no responsibility for the loss of telecoms signal.
- e. In the case of lost telecoms signal the client/client's agent will be contacted & informed of the situation.

Equipment & Monitoring Prices

All prices are as given in the site quotation in Great British Sterling & exclude V.A.T..
We reserve the right to review site monitoring contract prices on an annual basis of which any changes in costs will be duly notified.

Robowatch Contact Details

24 Hour Control Room – 01303 261210

Email: control@Robowatch.co.uk