

Terms and Conditions – Jakarta Alert Centre

These terms set out the basis upon which we will enter into an agreement with you. Once we, or an agent acting on our behalf, accept your order, both parties will have entered into a legally binding agreement.

Definitions

Certain words are used in this agreement that have particular meanings as follows:

Service means the provision by us of a facility, also known as the Alert Centre, that will monitor the connected device.

Device means the Jakarta monitoring device that you decide to connect, via your communications channel, to our Service.

1. Your right to cancel the agreement

You may cancel this agreement at no cost within 3 months from the date of this agreement. If you cancel this agreement during the first 3 months or at anytime during the first or second year of this agreement, any equipment that has been sent to you as a part of this agreement, must be returned to us, undamaged. If you cancel this agreement after the first 3 months you will be liable for the annual cost divided by the number of months you have had the service for, plus an additional 1 month's subscription fee to cover any administration costs. If you decide to cancel this agreement, you must inform us by sending us a letter, facsimile transmission or e-mail.

2. Warning - possible delay

There may be a delay following the installation of any system or appliance whilst the registration process is completed. The Service is deemed to have started once the registration process has been completed.

3. Our responsibilities

We will:

- Provide a website portal for you to log in and manage your devices and contacts.
- Provide you with the support via email and telephone for the agreed levels of Service you have paid for.
- Make all reasonable efforts to alert you to warnings from the devices connected to the Service by e-mail, telephone, or mobile telephone message for the purposes of monitoring and controlling.
- In the event of an alert from your device, we will notify the contacts you have given us so that your contact may take any action they deem appropriate in the circumstances.
- Use our best endeavours to alert your chosen contacts, as per the information you enter on the Alert Centre portal.

4. Your responsibilities

You agree to:

- Ensure that your device wiring, and associated connections comply with the relevant standards, are in full working order and have not been subjected to any unauthorized modifications.
- Ensure that the device has been connected to our Services in accordance with the provided instructions.
- Properly maintain the device that you wish us to monitor.
- Keep your nominated contacts list up-to-date and ensure your nominated contacts are fully aware of the responsibility they agree to accept.
- Provide us with all details reasonably requested by us in order that we can meet our commitment to you.
- Test the device on a frequent basis.
- Ensure all telephone numbers, email addresses and information on your Alert Centre portal account is correct and free of errors, as the portal is managed and administered by you, the user of the Service.

5. Your password

When you enter the agreement with us, we will provide you with an account number and a password, both of which you must have to obtain access to your private area on the Alert Centre Portal. You will need to use the account number and initial password to enter your private area on the Alert Centre Portal for the first time. Thereafter, you will be requested to generate your own password which should be sufficiently robust to prevent other people from guessing what it is. We do not authorise you to divulge your password to any person. However, if you wish other people, such as nominated contacts, to have access to your private area on the Alert Centre Portal, you may authorise such people to have access by generating another unique password for them to use. You accept that you are solely responsible for maintaining the confidentiality of your password, and should you decide to give out your password or provide other people with further unique passwords, you accept full responsibility for the use or misuse of your password and that of the other passwords you authorise others to use.

6. Price

The prices of our Services are set out in our current price list, or your latest communication with Jakarta via quotation, and are subject to Value Added Tax at the rate currently in force at the time of your renewal. We reserve the right to change the Service charge. If the Service charge increases, we will tell you in writing of the increased amount that will take effect from the anniversary of the date your Service started. If you do not agree with the increased Service charge, you may end the agreement by giving one month's notice in writing to us from the date of receiving our request for payment.

7. Payment

You agree to place a Purchase Order with us or our authorised agent within 7 days of the date of renewal of the Service and payment within your agreed credit terms. If either the Purchase Order or subsequent payment is not received in these time periods, we reserve the right to cancel the agreement or suspend the Service to you.

8. Unforeseen Circumstances

There may be times where events beyond our control:

- Prevent us from completing the agreement on the agreed date. If this occurs, we reserve the right to cancel the agreement or activate the Service when we are able. We undertake to inform you of any problems that may occur.
- Cause interruptions or errors to our systems. We cannot guarantee that our systems will work continuously and without errors or delays, in particular, where such interruptions or errors/delays are due to events beyond our reasonable control.
- This may mean that, despite our best endeavours, the service may not be operational and available continuously, without interruption, to send out alerts.

9. Our Level of Service

We will try our best to ensure that you have the ability to obtain access to our Services through our website at any time, or to contact us by telephone or email during normal UK office hours, which are between 0900-1730 hours Monday to Friday, to enable you to monitor and control your device and to ensure the accuracy of the information on the Alert Centre Portal. We will provide the agreed levels of support to help you manage the device and we will use our best endeavours to support you in this task.

10. Exceptions

We cannot accept responsibility for:

- Failure by you to provide correct, nominated contact details.
- Information provided to us through your Alert Centre portal where you provide another person or persons with details of the account number we allocate you and you give them your password or a separate, unique password.
- The action or lack of action of any of your nominated contacts or the failure of you or your nominated contacts to respond to the messages we send to you or your nominated contacts.
- The ability of your device to send instructions. Moreover, if your device fails to provide the level of control and protection, we are not responsible for any losses you may suffer directly or indirectly.
- Failure to get in touch with you or your nominated contacts because you or your nominated contacts are not available. Further, where we initiate the procedure to get in contact with you or your nominated contacts and through no fault of ours, the messages we send fail to be received by you or your nominated contacts.
- The use of, failure or other problem associated with, or caused by, any third-party devices connected to the Services.

We cannot accept responsibility for any work or problems associated with:

- The installation of a device in any property.
- The means by which the device communicates to our Services.
- Communications, services or equipment augmented by you.
- Delays, interruptions or suspensions in providing the Services, which are due to any other person (including you), thing or event which we could not reasonably be expected to prevent.
- Systems and appliances which are not compatible with our Services.

In addition, we cannot accept responsibility for losses of any equipment or property in the event of:

- Failure of the device or other services procured by you.
- Loss due to acts or neglect of any other person, including you, the suppliers of your communications services and equipment, line monitoring services or any agent employed on your recommendation or agreement.
- Failure to respond or losses of any kind as a result of action taken by any individual identified by you and contacted on your behalf.
- Any losses incurred as a result of service response times, whether a public service or private service.
- Any losses whereby the Alert Centre has not alerted chosen contacts due to an unforeseen circumstance as per section 8.
- We accept no responsibility for any failure to provide the agreed level of Services for causes beyond our reasonable control and not caused by our lack of reasonable care.
- Losses due to you failing to follow our recommendations.
- We do not provide any form of insurance against loss.

11. Limitation of Liability

If we breach the terms of this agreement, or you seek compensation and damages for any claim or claims arising out of this agreement between the parties for whatever reason, your remedy will be limited to damages. Our liability in respect of any one claim or series of claims arising during the course of the same year will be limited to a sum not exceeding the cost of the Service we provide to you under the terms of the agreement.

12. Exclusion of Liability

With the exception of paragraphs 10 and 11, we shall not be liable to you, regardless of the form of action, whether in agreement, tort (including negligence and breach of statutory duty), strict liability, or otherwise whatsoever, for:

- Any delay in supplying or for failing to activate the Service.
- Failure of communications systems, whether public or private, to permit us to communicate to you or your nominated contacts for whatever reason (including, but not limited to busy lines of communication).
- Failure of your hardware or device to communicate effectively or at all with the Service.
- Any loss of business, agreements, or revenues.
- Failure to achieve anticipated savings in costs or expenses.
- Any special, indirect or consequential loss or damage of any nature whatsoever, arising directly or indirectly out of the Services we provide, or of any error or defect caused by us, unless you inform us in writing before you enter an agreement with us, of any particular circumstances that you wish us to consider being liable for, and upon such notice we may decide whether to agree a higher level of risk if we are able to find insurance cover on the open market, the cost of which we will inform you of in due course.

13. Reasonableness of Paragraphs 11 and 12

If you enter an agreement with us, you agree that the limitation paragraph, paragraph 11, and the exclusion paragraph, paragraph 12, are reasonable, and that the price agreed reflects the position on liability.

14. Rights of Third Parties

In accordance with section 1(2)(a) of the Agreement (Rights of Third Parties) Act 1999, the parties intend that no term of this agreement may be enforced by a third party.

15. Severance

The parties agree that in the event of one or more paragraphs or sub-paragraphs of this agreement being subsequently declared invalid or unenforceable by a court or other authority with jurisdiction, the invalidity or un-enforceability of any paragraph or sub-paragraph shall not in any way affect the validity or enforceability of any other paragraph or sub-paragraph except those which compromise an integral part of it or are otherwise clearly inseparable.

16. Easing the Terms of this Agreement

If we do not insist on the strict conditions of this agreement, we may still enforce all the conditions against you on other occasions. If you break a condition and we do not take any action against you, it does not mean that we will not take action against you if you break it again or continue with the same breach without putting it right, or if you break any other conditions.

17. UK Data Protection Act 1998

We may pass on the information you have given to us under this agreement to any police, fire or other authority and, (except for security details), to any credit reference, debt collection or public telecommunications agency or to any other relevant agency required in the proper conduct and delivery of the Service we offer.

18. General

We may hand over all our responsibilities under this agreement to another company or transfer any rights under it. We may also employ others to carry out tasks on our behalf. This will not reduce your rights under this agreement. If you have made this agreement together with someone else, you are liable both jointly and individually to us. All drawings, illustrations, literature, technical information and the like which accompany our specification (all of which we reserve the right to alter without notice) are intended to present a general idea of the Services described and are approximate only. We will notify you in advance of any changes to these terms and conditions and to the levels of Service we offer. The Alert Centre is provided to us by a 3rd party service provider, and as such, some aspects of its functionality are out of our control, however, Jacarta will do all we can to ensure the service runs smoothly and as expected.

19. Termination of this Agreement

This agreement will terminate either at the end of the twelfth month after the start date, or when you no longer need cover for the device.

20. Applicable Law

The agreement between the parties is to be governed by and construed according to English law and the parties agree to submit any disputes to the exclusive jurisdiction of the English Courts.