

**TEXAS ALARMS (KENYA) LIMITED
AGREEMENT**

This agreement is made on the ----- day of -----201----, between TEXAS ALARMS (K) LIMITED of P.O. Box 81711, Mombasa, in the Republic of Kenya (hereinafter called "The Company") of one part, and _____

Whereby it is agreed as follows:-

1. In this agreement, the following expressions shall have the following meanings :-
 - a) "The premises" means where the subscriber has requested the installation of the Radio Alarm Transmitter at plot No- _____ Road/Street _____ P.O. Box _____ Mombasa.
 - b) "Radio Alarm Transmitter" means the radio signaling system together with the wiring and ancillary apparatus installed by the company upon the premises.
 - c) "The Installation Date" means the date the Installation of the Radio Alarm Transmitter has been completed and is ready for use by the Subscriber as to which date the Company's Certificate shall be conclusive evidence.
2. The Company will provide the Subscriber with the Radio Alarm Transmitter at the designated premises on the terms and conditions stated herein, and undertakes to maintain a radio link between the premises and the Company's Control Room and upon receipt of an alarm signal, to dispatch immediately a security vehicle to the premises.
3. Subject to the Clause 2 hereon this Agreement shall remain in force from the installation date and shall thereafter until terminated under the said Clause 2 or by either party giving the other not less than one month notice in writing.
4.
 - a) For the equipment and service provided in Clause 2 above, the Subscriber shall pay the Company a monthly back-up charge of Kshs. _____ In.c. of VAT per month payable in advance by Banker's Order
 - b) An Installation fee of Kshs _____ for one transmitter plus three panic buttons shall be paid to the company on signing of this agreement to install the Radio Alarm Transmitter at the Subscriber's premises, which shall not be refundable to the subscriber.
 - c) An Installation fee of Kshs _____ --plus VAT for any one additional switch to trigger the transmitter, shall be paid to the Company (Non-refundable)
 - d) The Company reserves the right to revise its charges any time which may be affected by union agreement Or Government Legislation by giving the subscriber one month's calendar notice in writing, provided as always that the said Government is not back-dated and or which is beyond the Company's policy control.
 - e) The Subscriber will pay on demand the Kenya Posts & Telecommunication Annual Fee and/or any other Charges levied by the Government.
5. Subject as hereafter mentioned the charges shall not cover periodic testing of the Radio Alarm Transmitter by the company or its servant or agent at its discretion throughout the continuance of this agreement. The company shall carry out at the company's own expenses of any necessary repairs and replacement necessitated by the inherent defect or resulting fair wear and tear of the transmitter only. The Monthly charges shall not cover repairs and replacements due to damage by fire, tempest dampness, misuse, structural alterations of the premises or willful or malicious damage or negligence, any work occasioned by any such last mentioned causes and the cost of renewal of any wiring shall be paid for by the subscriber on demand.
6. In the event of any structural alterations to the premises necessitating any temporary removal or any extensions or alteration of any Radio Alarm Transmitter, the subscriber shall give reasonable advance notice thereof to the company and shall permit such removal, extensions or alteration to be carried out by the company or its servant or agents at the expense of the subscriber.
7. The subscriber shall not directly procure or permit any person other than the company or the authorized representative of the company to test or repair or to tamper with the Radio Alarm Transmitter or any part thereof, and shall indemnify, on demand, the company against all costs incurred by the company in consequences of a breach of these provisions.
8. The subscriber undertakes and warrants that the subscriber has all the necessary right title and interest to permit the company or its servant or agents to install the Radio Alarm Transmitter on the premises and shall allow all necessary formalities and access to the premises to be to be afforded and to exercise its rights hereunder.

9. The Radio Alarm Transmitter shall remain the sole property of the company, and shall not allow the Radio Alarm Transmitter to pass out of his custody nor part with possession, nor to sell, change or in any way deal with or dispose of or attempt to dispose of the radio transmitter, nor to represent himself as the owner of the Radio Alarm.
10. Neither the company nor its servant or agents shall be under any liability to subscribe for any injury, loss or damage whatsoever and however caused or arising out of or in connection with any act of omission of the part of the company, its servant or agents including any injury, loss damage or death whatsoever and howsoever caused.
11. This agreement may be determined by the company forthwith if the subscriber shall commit any breach of its obligations hereunder and shall not remedy the same within seven days after notice in writing specifying and requiring it to be remedied if the subscriber (being an individual) shall commit an act of bankruptcy or (being a corporation) shall go into liquidation (other than for the purpose of reconstruction or amalgamation) or shall suffer the appointment of a receiver for any of his property or income or make any deed or arrangement without composition for the benefit of his or its creditors generally or shall suffer any distress execution or seizure of his or its property of chattels.
12. No variation extension or cancellation of the express terms of this agreement shall be binding upon the company, unless confirmed in writing under the hand of the Director, or some other officer duly authorized in writing by the company and the subscriber acknowledging that no person other than such Director or officer has any authority negotiate or enter into any commitment on behalf of the company, the effect of which would or might (but for this present paragraph) involve the company in any legal liability whatsoever.
13. On termination of this agreement by effluxion of time or for any reason, the subscriber shall permit the company, its servants or agents to remove the Radio Alarm Transmitter
14. If the Radio Alarm Transmitter is installed in any premises of which the subscriber is the tenant, the subscriber undertakes to procure from the registered owner of the premises in writing a waiver of any rights which such registered owner might be entitled to claim in the Radio Alarm Transmitter.
15. The subscriber shall permit the company to affix such plates or other marks at the subscriber's premises to facilitate the easy identification of the premises by the crew of the patrol vehicle.
16. After notice of warning has been served to a subscriber of their intention to do so, the company will charge a fee of Kenya Shillings Five Hundred (Kshs.500/-) for every visit made by a patrol vehicle which in the opinion of the company is deliberate and constant frivolous misuse of the system to such an extent that the lives and property of other subscribers could be endangered by such constant misuse).
17. The Company reserves the right to charge Kshs.100/- for every visit, which in the opinion of the company was not an emergency call. This section shall not apply to or prevent the regular testing of the system by the subscriber and instructed by the company when to do so.
18. The subscriber undertakes to enter into a service contract with the company during the first quarter of the year, reckoned from the date of signing of this contract, for the purpose of regular and periodic maintenance of the Radio Alarm Transmitter.

SUBSCRIBER (S) NAME _____ COMPANY'S REPRESENTATIVE _____
 TITLE _____ TITLE _____
 SIGNATURE _____ SIGNATURE _____

Alarm Notification Agreement- Transmitter Number _____

In case of any alarm at my premises, I want to be notified as follows:-

- All alarms including REAL and FALSE REAL ALARMS ONLY

Please contact the following people :

	Day Time	Night Time
1. Name _____	Tel Nos. _____	_____
2. Name _____	Tel Nos. _____	_____