

KP MONITORING LTD TERMS & CONDITIONS

(For Hire, Managed Services, Purchase, Installation, Monitoring & Cloud Services)

SECTION 1: GENERAL INFORMATION

1.1 Support Hours

Technical support is available Monday–Friday, 09:00–17:30 (UK time), excluding UK bank holidays.

1.2 Power Requirements

Most monitoring units require a stable 110V or 230V mains power supply within 1 metre of the installation location unless a battery/solar option has been expressly agreed in writing.

1.3 Battery & Hybrid Power Systems

Where battery or hybrid systems are used:

- Battery swaps/charging are the Client's responsibility unless included within a Total-Management package.
- Batteries must not be stored discharged and must be recharged immediately after depletion.
- Battery packs may weigh up to 25kg and must be handled safely.
- Any call-outs resulting from insufficient battery charge, missed swaps, or improper handling are chargeable.

1.4 Calibration & Servicing

All equipment is calibrated before deployment.

For long-term or extended monitoring:

- Recalibration is mandatory for any continuous use exceeding 24 months.
- Field servicing, recalibration or verification visits during the monitoring period are chargeable unless included in the contract.

1.5 Warranty Summary

Purchased equipment includes a 1-year return-to-base manufacturer warranty against defects in materials or workmanship.

The warranty excludes:

- Incorrect or unstable power supply
- Physical damage, water ingress, vandalism, misuse or neglect
- Damage from third-party interference or unauthorised relocation
- Network issues or loss of communication
- Consumables (batteries, cables) unless specified

1.6 Client Data & Cloud Services

Cloud access depends on an active hire, managed-services agreement, or paid subscription.

If subscription lapses:

- Cloud access will be suspended until payment is reinstated.

- Licence and hosting fees apply for all extension periods at the prevailing rate.

1.7 Validity of Quotations

Quotations remain valid for 30 days and are subject to equipment availability.

SECTION 2: INSTALLATION REQUIREMENTS & CLIENT RESPONSIBILITIES

2.1 Scheduling

Installation and decommissioning must be mutually agreed in advance.

Cancellation within 3 working days of a confirmed installation may incur a cancellation fee.

2.2 Site Requirements (Client Provided)

The Client must provide:

- Safe and secure monitoring locations
- Suitable power supply (110V/230V unless otherwise agreed)
- Safe access and any required access equipment
- Necessary permissions for mounting equipment on structures
- Clear mounting surfaces
- Protection from interference, accidental damage or unauthorised access

2.3 Installation Conditions

- One standard weekday daytime visit is assumed for each installation/decommission.
- Additional visits caused by incomplete site readiness, access issues, unsafe conditions, or other factors outside KP Monitoring's control are chargeable.
- KP Monitoring may postpone installation due to unsafe conditions or severe weather.

2.4 Client Handling of Equipment

The Client may not relocate, modify, tamper with, or open equipment without written approval.

Any call-outs or repairs required due to:

- Client movement of equipment
- Power loss
- Damage
- Interference
- Improper handling

will be fully chargeable, including travel and labour.

2.5 Decommissioning

- For hire/managed service agreements: KP Monitoring will decommission unless otherwise agreed.
- For purchase installations: decommissioning is the Client's responsibility unless contracted.
- The Client is responsible for making good any surfaces/fixtures after equipment removal.

SECTION 3: PURCHASE TERMS

3.1 Purchase of eNView Units

eNView units may be purchased for standalone ownership under the following conditions:

- Units are supplied calibrated.
- Cloud access requires an ongoing paid subscription.
- After the monitoring period, calibration, licence, and hosting fees apply at prevailing rates.
- Recalibration is mandatory after 24 months of continuous operation.

3.2 Purchase of Zephyr Air Quality Units

KP Monitoring is an approved reseller of the Zephyr air quality device.

- KP Monitoring may resell Zephyrs at the agreed reseller pricing.
- Manufacturer liability, warranty, and performance responsibility lie with EarthSense Systems Ltd.
- KP Monitoring will notify EarthSense of the Client's details so EarthSense can provide login credentials.
- Cloud access, licences and hosting remain subject to EarthSense's operational requirements.
- Additional servicing or licence fees after the monitoring period are chargeable.

3.3 Title & Ownership

Ownership transfers only once KP Monitoring has received full cleared payment.

SECTION 4: HIRE & MANAGED SERVICES TERMS

4.1 Hire Period

The hire period begins:

- When equipment is installed or dispatched, and
- Ends when all equipment is formally decommissioned or returned.

Weekends and bank holidays count as chargeable hire days.

4.2 Hire Charges

- Minimum hire period is 4 weeks unless agreed in writing.
- Hire continues at the agreed rate until decommissioning is completed.
- Hire fees are invoiced monthly.

SECTION 5: DELIVERY, RETURN & PACKAGING

5.1 Delivery & Installation

KP Monitoring will use reasonable endeavours to meet agreed dates but accepts no liability for delays.

5.2 Return of Hired Equipment

- Return delivery is the Client's responsibility unless KP Monitoring collection is arranged.
- Equipment must be returned in original or equivalent packaging.

- Damage due to inadequate packaging is fully chargeable.

5.3 Missing or Defective Equipment

The Client must report missing or defective equipment within 24 hours of delivery.

SECTION 6: CLOUD ACCESS, DATA & REPORTING

6.1 Availability

KP Monitoring aims to maintain continuous portal availability but cannot guarantee uninterrupted service.

6.2 Data Responsibility

KP Monitoring is not liable for data loss or interruption arising from:

- Network or mobile coverage issues
- Power loss
- Client interference
- Third-party tampering
- Site conditions beyond KPM control

6.3 Reporting

Standard data access is included where applicable. Custom or additional reporting will incur fees.

SECTION 7: FEES & ADDITIONAL CHARGES

7.1 Standard Fees

Fees apply from the date of installation/dispatch until removal or agreed termination.

7.2 Additional Fees

Chargeable items include:

- Abortive visits
- Call-outs due to power issues, client interference, damaged equipment or insufficient access
- Additional consulting, meetings, or reporting
- Battery swaps (if not included in package)
- Replacement of damaged, lost or stolen equipment at full retail value

7.3 SMS Alerts

Up to 250 SMS alerts per week are included. Additional messages: £0.05 each.

SECTION 8: INSURANCE & RISK

8.1 Client Responsibility

From delivery/installation, the Client is responsible for:

- Security of equipment
- Physical protection of equipment

- Providing stable power
- Ensuring equipment is not tampered with

8.2 Liability for Damage

The Client is financially liable for all loss, theft, vandalism or damage at full replacement value.

8.3 Indemnity

The Client indemnifies KP Monitoring against losses arising from misuse, negligence, unsafe conditions, or interference.

SECTION 9: SUBCONTRACTORS

Where subcontractors are used, their liability rests solely with them. KP Monitoring remains responsible only for its own acts and omissions.

SECTION 10: FORCE MAJEURE

KP Monitoring is not liable for delays or failures arising from events outside its reasonable control.

SECTION 11: CANCELLATION

KP Monitoring may terminate the agreement for material breach, including non-payment.

SECTION 12: GOVERNING LAW

All contracts are governed by the laws of England & Wales.