

An Garda Síochána

Oifig Saorála Fáisnéise,
An Garda Síochána, Teach áth Luimnigh,
Lárionad Gnó Udáras Forbartha Tionscail,
Baile Sheáin , An Uaimh,
Contae na Mí.
C15 ND62



Freedom of Information Office,
An Garda Síochána, Athlumney House,
IDA Business Park,
Johnstown, Navan,
Co Meath.
C15 ND62

Teileafón/Tel: (046) 9036350

Láithreán Gréasain/Website:

www.garda.ie

Bí linn/Join us  

Ríomh-phoist:/Email: foi@garda.ie

Re: Freedom of Information Request FOI-000059-2023 Request Part Granted

Dear

I refer to your request, dated 2nd February, 2023 and received on 3rd February, 2023 which you have made under the Freedom of Information Act 2014 (FOI Act) for records held by An Garda Síochána.

Part 1(n) of Schedule 1 of the FOI Act states that An Garda Síochána is listed as a partially included agency "insofar as it relates to administrative records relating to human resources, or finance or procurement matters". Therefore, only administrative records that relate to human resources, finance or procurement shall be considered.

Your request sought:

Under the FOI Act 2014, I wish to request the following:

In relation to all CCTV equipment and services that An Garda Síochána has procured from Mongey Communications between 1 January, 2019, and 31 December, 2022, please provide:

- *All records and materials related to the solicitation and acquisition of all technologies and services from Mongey Communications, including procurement and tender documents, any/all purchase orders, invoices, marketing materials acquired, licensing agreements and free-trial agreements;*
- *Maintenance agreements/contracts with Mongey Communications;*
- *Support agreements/contracts with Mongey Communications;*
- *An Garda Síochána's contracts with Mongey Communications; and*
- *Names of the specific equipment/devices provided by Mongey Communications.*

I wish to inform you that I have decided to part-grant your request on the 8th March 2023. The purpose of this letter is to explain that decision.

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1. Findings, particulars and reasons for decision

Upon receipt, your request was forwarded to the relevant section of An Garda Síochána to retrieve the information requested by you and a number of records have been identified.

Firstly, I can advise that the procurement and tender documents relevant to your request were published on the etenders.ie website and can be accessed at:

[Public RFT - Invitation to tender for the supply and maintenance of CCTV at nine locations. \(eu-supply.com\)](#)

Therefore, I am refusing your request for procurement and tender documents and do so pursuant to Section 15(1)(d) of the FOI Act. Section 15(1)(d) states that:

*15. (1) A head to whom an FOI request is made may refuse to grant the request where –
(d) the information is already in the public domain.*

Enclosed herewith are the requested records relating to agreements and contracts between An Garda Síochána and Mongey Communications. The records concern contracts and service level agreement (SLA) renewals relevant to your request. These contracts and SLA's refer to CCTV systems authorised under Section 38(3)(a) of the Garda Síochána Act 2005. The renewal of the SLA's for these schemes has continued based on original contracts. The systems concerned are proprietary in nature and once installed are maintained by the installer.

In accordance with the provisions of the FOI Act a number of redactions have been made to these records. These redactions are detailed in the Schedule of Records.

Part 1(n) of Schedule 1

As stated above, An Garda Síochána is listed as a partially included agency under the terms of the FOI Act, "insofar as it relates to administrative records relating to human resources, or finance or procurement matters". Therefore, only administrative records that relate to human resources, finance or procurement shall be considered for release under the Act.

Records, or part thereof, which relate to matters other than finance, procurement or human resources are outside the scope of the Act insofar as it relates to An Garda Síochána and cannot be released. This includes references within records to operational policing matters. The provisions of Part 1(n) of Schedule 1 have therefore been applied to a number of the attached records.

Section 36 Commercially Sensitive Information.

The attached records contain information which is of a commercially sensitive nature. In accordance with the provisions of Section 36 of the Act, I am refusing the release of this information. Section 36 states that:

Commercially sensitive information

36. (1) Subject to subsection (2), a head shall refuse to grant an FOI request if the record concerned contains—

- (b) financial, commercial, scientific or technical or other information whose disclosure could reasonably be expected to result in a material financial loss or*

- gain to the person to whom the information relates, or could prejudice the competitive position of that person in the conduct of his or her profession or business or otherwise in his or her occupation, or*
- (c) *information whose disclosure could prejudice the conduct or outcome of contractual or other negotiations of the person to whom the information relates.*

I am satisfied that the release of certain financial and technical information contained within these records would prejudice the competitive position of the supplier by making the cost charged to An Garda Síochána and certain technical aspects of their offering publically known. This information therefore is commercially sensitive in accordance with the provisions of Section 36 of the Act

I am cognisant of the fact that the release of information under the Act is, in essence, a release to the public at large. The pricing structure of a supplier with regard to services provided to An Garda Síochána is not known to competitors or the public in general. Similarly technical details of the suppliers' service offering are not known to competitors. If the records were made available to you it is reasonable to expect that it would prejudice the ability of the supplier to compete in other contracts or negotiations in the future as competitors would be aware of their pricing structure and technical capabilities.

I am of the view that the release of the pricing structure or technical information could reasonably be expected to result in a material financial loss by the supplier as it could prejudice their competitive position in the conduct of their business. The placing of this information into the public domain could also reasonably be expected to give a competitive advantage to other companies seeking similar contracts with public bodies.

Furthermore the supplier's current customers may become aware of a potential difference in pricing structures and services being offered to An Garda Síochána which could prejudice any current or future negotiations with these customers.

Therefore, I am refusing the release of these parts of the attached records under the provisions of section 36(1)(b) & 36(1)(c) as they contain commercially sensitive information.

Public Interest Test

There is a Public Interest Test associated with section 36 of the FOI Act whereby my decision must be made having fully considered the public interest relevant to this request. I have considered the public interest issues which arise in this case and have taken account of the following factors in favour of release:

- Ensuring openness and transparency of organisational functions to the greatest possible extent.
- The public interest in members of the public exercising their rights under the FOI Act.
- That there is more than just a transitory interest by the public in this information being released.
- The right to commercial confidentiality is outweighed by the needs of the public regarding the expenditure of public funds by a public body.

In considering the public interest factors which favour withholding the records I have taken account of the following:

- Allowing a public body to hold commercial information without undue access by members of the public.
- The best course of action which is in the public interest with regard to these records.
- That An Garda Síochána can conduct its business with external contractors in a confidential manner.
- That there is a reasonable and implied expectation by contractors that financial information pertaining to services provided will be held in a confidential manner.
- That there is no overriding public interest that outweighs the right to privacy by an individual or in this case the financial activities of a service provider.

Having balanced the public interest factors both for and against the release, I decided that the public interest in preserving the information and the reasonable expectation that information can be maintained by An Garda Síochána without prejudicing future financial endeavors by external service providers outweighs the public interest which would be served were the records released to you.

Section 37 – Personal Information

Under the FOI Act, records are released without any restriction as to how they may be used and as such release under the FOI Act, is in effect, and regarded as being released to the world at large. As a result, I am conscious of my obligations to retain personal information in a confidential and secure manner and prevent personal information from being released in to the public domain unnecessarily. Section 2 of the FOI Act defines personal information as follows:

2.(1) *In this Act—*

"personal information" means information about an identifiable individual that, either—

(a) would, in the ordinary course of events, be known only to the individual or members of the family, or friends, of the individual, or

(b) is held by an FOI body on the understanding that it would be treated by that body as confidential,

and, without prejudice to the generality of the foregoing, includes –

(iii) information relating to the employment or employment history of the individual,

Section 37(1) provides that a public body shall refuse to grant a request if access to the record concerned would involve the disclosure of personal information. I am satisfied that parts of certain records relate to third parties, and I am satisfied that the records consist of the personal information of these third parties. Accordingly, I find that Section 37(1) of the Act applies to the records at issue.

Section 37(1) of the FOI Act states as follows:

37(1) Subject to this section, a head shall refuse to grant an FOI request if, in the opinion of the head, access to the record concerned would involve the disclosure of personal information (including personal information relating to a deceased individual)

As section 37 requires a public interest test be carried out. I have considered the public interest issues which arise in this case and have taken account of the following factors in favour of release:

- Ensuring openness and transparency of organisational functions to the greatest possible extent,
- The public interest in members of the public exercising their rights under the FOI Act,
- That there is more than just a transitory interest by the public in this information,
- The right to privacy is outweighed by the needs of the public.

In considering the public interest factors which favour withholding the records, I have taken account of the following:

- The public interest is not best served by releasing these records,
- That the Organisation can conduct its business in a confidential manner,
- That there is a reasonable and implied expectation that sensitive personal information will remain confidential,
- That there is no overriding public interest that outweighs the individual's right to privacy.
- Allowing a public body to hold personal information without undue access by members of the public,

A public interest test was carried out when considering the release of the records but, having balanced the factors both for and against the release, I have decided that the public interest in preserving personal information would best be served by particular parts of the records provided.

I am also enclosing herewith details of purchase orders issued to Mongey Communications and invoices received from the company. As outlined above, I am refusing the release of commercially sensitive information and information relating to operational policing matters arising from these purchase orders and invoices.

2. Right of Appeal

In the event that you are not happy with this decision you may seek an Internal Review of the matter by writing to the address below and quoting reference number **FOI-000059-2023**.

Freedom of Information Office, An Garda Síochána, Athlumney House, IDA Business Park, Navan, Co. Meath, C15 ND62.

Please note that a fee applies. This fee has been set at €30 (€10 for a Medical Card holder). Payment should be made by way of bank draft, money order, postal order or personal cheque, and made payable to Accountant, Garda Finance Directorate, Garda Headquarters, Phoenix Park, Dublin 8. Payment can be made by electronic means, using the following details:

Account Name: An Garda Síochána Imprest Account

Account Number: 30000302

Sort Code: 951599

IBAN: IE28DABA95159930000302

BIC: DABAIE2D

You must ensure that your FOI reference number FOI-000059-2023 is included in the payment details.

You should submit your request for an Internal Review within 4 weeks from the date of this notification. The review will involve a complete reconsideration of the matter by a more senior member of An Garda Síochána and the decision will be communicated to you within 3 weeks. The making of a late appeal may be permitted in appropriate circumstances.

Please be advised that An Garda Síochána replies under Freedom of Information may be released in to the public domain via our website at www.garda.ie

Personal details in respect of your request have, where applicable, been removed to protect confidentiality.

Should you have any questions or concerns regarding the above, please contact the FOI Office by telephone at (046) 9036350.

Yours sincerely,



PAUL BASSETT
FREEDOM OF INFORMATION OFFICER

8th MARCH 2023

Purchase Order/Invoice Report Mongey Communications

Date of PO	PO Number	Description of Purchase	PO Cost	Invoice date	Invoice Amount
19/02/2019 09:55	186664	GSA 2005 Section 38(3)(a) CCTV Replacment Cameras	€12,850.00	21-Nov-19	€12,850.00
11/03/2019 11:28	187073	GSA 2005 Section 38(3)(a) CCTV SLA	€17,912.50	31/12/2018 x3	€17,912.50
04/06/2019 12:13	188859	Temporary CCTV Event Support.	€68,500.00	19-Jun-19	€68,500.00
01/07/2019 11:19	189461	Temporary CCTV Event Support	€18,750.00	09-Jul-19	€18,750.00
01/07/2019 12:28	189481	GSA 2005 Section 38(3)(a) CCTV Replacment Cameras	€5,925.00	24-Jul-19	€5,925.00
22/07/2019 10:59	190113	GSA 2005 Section 38(3)(a) CCTV Replacment Controllers	€1,370.00	09-Jul-19	€1,370.00
22/07/2019 11:31	190116	GSA 2005 Section 38(3)(a) CCTV Replacment Cameras	€6,730.00	18-Nov-19	€6,730.00
25/07/2019 12:01	190220	GSA 2005 Section 38(3)(a) CCTV SLA	€71,650.00		€71,650.00
29/07/2019 14:49	190330	SERVICES PROVIDED	€27,220.00	19-Jun-19	€27,220.00
20/08/2019 10:48	190736	Temporary CCTV Event Support	€53,250.00	25-Sep-19	€53,250.00
09/10/2019 08:57	191885	GSA 2005 Section 38(3)(a) CCTV Replacment Monitors	€1,835.00	24-Oct-19	€1,835.00
17/10/2019 11:24	192072	Temporary CCTV Event Support	€12,500.00	25-Sep-19	€12,500.00
24/10/2019 14:01	192262	Antenna Cable Installation	€1,220.00	28-Feb-20	€1,220.00
08/11/2019 14:33	192556	GSA 2005 Section 38(3)(a) CCTV Replacment Cameras	€8,400.00		€0.00
28/11/2019 09:26	193085	GSA 2005 Section 38(3)(a) CCTV Replacment Cameras	€3,950.00	04-Dec-19	€3,950.00
14/01/2020 10:01	193874	GSA 2005 Section 38(3)(a) CCTV DVR Replacement	€24,275.00	25-Feb-20	€24,275.00
20/02/2020 11:05	194837	Temporary CCTV Event Support	€19,875.00	13-Mar-20	€19,875.00
26/02/2020 11:36	194952	CCTV Faulty Backhaul Replacement	€3,100.00	28-Feb-2020 08-APR-2020	€3,100.00
28/02/2020 11:18	194991	GSA 2005 Section 38(3)(a) CCTV Rttigger Costs	€1,125.00	13-Apr-20	€1,125.00
24/04/2020 08:45	196099	GSA 2005 Section 38(3)(a) CCTV Replacment Cameras	€15,800.00	23-May-20	€15,800.00
24/04/2020 08:48	196100	GSA 2005 Section 38(3)(a) CCTV Control Room relocation support & equipmnet	€3,425.00	30-Apr-20	€3,425.00
08/06/2020 14:27	197051	No Description	€95.00	24-May-20	€95.00
25/06/2020 14:10	197557	GSA 2005 Section 38(3)(a) CCTV Replacment Cameras	€11,850.00	31-Jul-20	€11,850.00
02/07/2020 12:17	197753	GSA 2005 Section 38(3)(a) CCTV Replacment UPS	€7,066.00	19/11/2020 29-JUL-2020 31-JUL-2020	€7,066.00
02/07/2020 12:33	197754	GSA 2005 Section 38(3)(a) CCTV Camera Repairs	€720.00	31-Jul-20	€720.00
10/07/2020 14:37	197942	No Description	€1,427.00	30-Jun-20	€1,427.00
10/07/2020 14:42	197943	GSA 2005 Section 38(3)(a) CCTV SLA	€0.00		€0.00
27/07/2020 11:51	198390	GSA 2005 Section 38(3)(a) CCTV Replacment UPS	€798.00	31-Jul-20	€798.00
15/09/2020 15:44	199457	GSA 2005 Section 38(3)(a) CCTV User Training	€1,520.00	16-Nov-20	€1,520.00
23/09/2020 09:37	199622	CCTV Replacment AGS Command Vehicle	€27,111.67	16-Nov-20	€27,111.67
25/09/2020 13:57	199722	No Description	€238.00	30-Aug-20	€238.00
02/10/2020 09:42	199939	GSA 2005 Section 38(3)(a) CCTV SLA	€53,737.50	30/10/2020 16-NOV-2020 28 JAN-2021	€53,737.50
07/10/2020 09:36	200099	28823 CCTV report	€515.00	29-Sep-20	€515.00
30/10/2020 14:33	201102	GSA 2005 Section 38(3)(a) CCTV Replacment Cameras	€7,900.00	16-Nov-20	€7,900.00
30/10/2020 14:42	201105	CCTV Faulty Backhaul Replacement	€18,837.13	13-Nov-20	€18,837.13
30/10/2020 14:50	201106	GSA 2005 Section 38(3)(a) CCTV Replacment Cameras	€8,828.00	13-Nov-20	€8,828.00
11/11/2020 11:55	201525	GSA 2005 Section 38(3)(a) CCTV Replacment Cameras	€13,825.00	16-Nov-20	€13,825.00
11/11/2020 12:01	201527	GSA 2005 Section 38(3)(a) CCTV Replacment Cameras	€11,850.00	16-Nov-20	€11,850.00

Purchase Order/Invoice Report Moneyge Communications

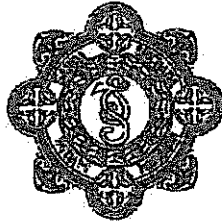
13/11/2020 10:50	201641	CCTV feed installation Event Control Room	€9,325.00	13/12/2020 + 30-OCT-2020	09-Nov-20	€9,325.00
11/01/2021 10:00	203962	CCTV Report x3	€760.00			€760.00
24/02/2021 14:02	205926	GSA 2005 Section 38(3)(a) CCTV Replacement Cameras	€8,400.00		27-Nov-19	€8,400.00
11/03/2021 11:35	206573	GSA 2005 Section 38(3)(a) CCTV Replacement Cameras	€34,484.56		30-Apr-21	€34,484.56
01/04/2021 14:55	207402	CCTV Faulty Backhaul Replacement	€27,974.85		11-Nov-21	€27,974.85
06/05/2021 14:02	208655	GSA 2005 Section 38(3)(a) CCTV SLA	€95.00		18-May-21	€95.00
13/05/2021 15:33	209009	GSA 2005 Section 38(3)(a) CCTV SLA	€2,480.00		29-Apr-21	€2,480.00
16/06/2021 10:36	210099	GSA 2005 Section 38(3)(a) CCTV SLA	€190.00		08-Jun-21	€190.00
13/07/2021 10:18	211113	CCTV Backhaul upgrade	€65,970.34		01-Nov-21	€65,970.34
19/07/2021 08:53	211279	GSA 2005 Section 38(3)(a) CCTV SLA	€17,912.50		21/05/2021 x 3	€17,912.50
23/07/2021 14:16	211502	GSA 2005 Section 38(3)(a) CCTV SLA	€95.00		19-Jul-21	€95.00
27/07/2021 08:29	211558	GSA 2005 Section 38(3)(a) CCTV SLA	€190.00		16-Jul-21	€190.00
15/09/2021 16:17	213112	GSA 2005 Section 38(3)(a) CCTV SLA	€13,437.50		06/09/2021 x 2	€13,437.50
19/10/2021 16:12	214220	GSA 2005 Section 38(3)(a) CCTV SLA	€4,475.00		06-Sep-21	€4,475.00
20/10/2021 11:50	214246	GSA 2005 Section 38(3)(a) CCTV SLA	€135.00		01-Oct-21	€135.00
12/11/2021 12:05	215067	GSA 2005 Section 38(3)(a) CCTV SLA	€17,912.50		05/11/2021 x 3	€17,912.50
17/11/2021 17:38	215302	CCTV Camera Repair Command Vehicle	€975.00		16-Nov-21	€975.00
08/12/2021 15:08	216229	GSA 2005 Section 38(3)(a) CCTV Replacement Cameras	€2,395.00		20-Jan-22	€2,395.00
17/12/2021 11:27	216630	30791 CCTV Maintenance	€980.00		13-Dec-21	€980.00
04/01/2022 11:43	216864	CCTV Control PC Maintenance	€358.00		21-Dec-21	€358.00
20/01/2022 12:28	217406	GSA 2005 Section 38(3)(a) CCTV SLA	€2,050.00		23-Aug-21	€2,050.00
27/01/2022 15:49	217644	GSA 2005 Section 38(3)(a) CCTV SLA	€805.00		20-Dec-21	€805.00
09/03/2022 12:25	218884	GSA 2005 Section 38(3)(a) CCTV SLA	€285.00		28-Jan-22	€285.00
05/04/2022 12:51	219592	GSA 2005 Section 38(3)(a) CCTV SLA	€95.00		24-Mar-22	€95.00
08/04/2022 11:05	219748	CCTV Replacement AGS Command Vehicle	€15,939.11		08-Jul-22	€15,939.11
15/07/2022 15:21	223016	GSA 2005 Section 38(3)(a) CCTV Replacement Cameras	€1,190.00		08-Dec-22	€1,190.00
15/08/2022 12:54	223914	GSA 2005 Section 38(3)(a) CCTV SLA	€35,825.00	28-FEB-2022 / 19-MAY-2022		€35,825.00
07/10/2022 09:51	225700	GSA 2005 Section 38(3)(a) CCTV Maintenance Charge	€95.00		19-Sep-22	€95.00
03/11/2022 16:33	226672	GSA 2005 Section 38(3)(a) CCTV SLA	€17,912.50		24-Oct-22	€17,912.50

Requester Name: ; File FOI-000059-2023; CCTV Systems Combined Records

Page No	Date	Description of Document	Deletions	Relevant Section of FOI Acts	Reason for Redaction	Decision Maker's decision
1	09.01.2008	Correspondence from Supt Telecoms	1	Section 36	Commercially Sensitive Information	Part-grant
2	08.02.2008	Garda CCTV Project - Request for Change	7	Section 37; Section 36	Personal Information; Commercially Sensitive Information	Part-grant
3-21	22.11.2007	Contract	13	Section 37; Section 36; Part 1(n) of Schedule 1	Personal Information; Commercially Sensitive Information; Out of Scope	Part-grant
22-28	10.08.2009	Maintenance Service Level Agreement	10	Section 37; Section 36; Part 1(n) of Schedule 1	Personal Information; Commercially Sensitive Information; Out of Scope	Part-grant
29-35	01.06.2009	Maintenance Service Level Agreement	10	Section 37; Section 36; Part 1(n) of Schedule 1	Personal Information; Commercially Sensitive Information; Out of Scope	Part-grant
36-45	11.06.2012	Correspondence to Insp. O'Dea	8	Section 37; Section 36; Part 1(n) of Schedule 1	Personal Information; Commercially Sensitive Information; Out of Scope	Part-grant

An Garda Síochána

Cheannfort
Bainistiú Tionscadáil
Rannog Tellachumarsaíde
Ceanncheathrú an Gharda Síochána
Páirc an Fhionnuisce
Baile Átha Cliath 8



Superintendent
Project Management
Telecommunications Section
Garda Headquarters
Phoenix Park
Dublin 8

Tel: +353 1 6662208
Fax: +353 1 6662261

E-mail:

9th January 2008

Please quote the following ref. number:

To Whom It May Concern:

Re: Award of Contracts for the Supply and Installation of Town Centre CCTV Systems in Kilkenny, Portlaoise and Waterford.

Contracts have been signed between An Garda Síochána and Clardex Systems Ltd. M7 Business Park, Newhall, Naas Co.Kildare on the 22nd of November 2007 for the supply, installation and commissioning of Town Centre CCTV systems at Kilkenny, Portlaoise and Waterford

The total value of these contracts is [REDACTED] including three year service level agreements.

Yours faithfully


Maura Lernihán

Insr. Gen.
Superintendent
Telecommunications
Project Management

Garda CCTV Project - Request for Change

Change Request Document

Change Request Identification

Project Title:	T68/2007 - Group 2 CCTV Schemes at Kilkenny, Portlaoise and Waterford		
CR Title:	Change of recording system	CR ID:	
Requested by:	██████████ Mongey Communications	Date:	8 th Feb 2008
Signature:		Phone:	██████████
Position:	Business Development Manager		

Change Request Description

Detailed description	Documents included: Yes
<p>We request approval to change the recording system proposed in our original tender submission from equipment manufactured by ██████████ to equipment manufactured by ██████████</p>	

Justification (Tangible and intangible considerations, anticipated benefits)

We believe the ██████████ solution offers a number of advantages in the form of an integrated and simplified design approach from a single source supplier eliminating some potential points of incompatibility or failure from the original configuration offered. In addition ██████████ development, design, training and support facilities are proven and known by us to be strong. We have existing support arrangements in place with this supplier. Our engineers have been trained on the ██████████ product family and are familiar with it and this in turn will allow us to improved service levels.

Impact of postponing or foregoing change

Project delays, some additional potential engineering problems, potentially sub-optimal product support

Urgency: **Immediate Action (x)** **To be Scheduled ()** **Desirable ()**

DECISION REQUIRED BY: As soon as possible.

Change Request Decision

Decision: *JSK* **Approved (x)** **Postponed ()** **Refused ()** **Cancelled ()**

Planned Release (or phase) (if postponed):

Decided by: **Date:** **Phone:**

Justification (optional) (To explain any decision other than approved)

Confidential Information

Final

**CLOSED CIRCUIT TELEVISION SYSTEM
(KILKENNY, PORTLAOISE AND WATERFORD)**

THIS AGREEMENT made the 22nd day of November 2007

BETWEEN

THE COMMISSIONER, AN GARDA SÍOCHÁNA, with offices at Garda Headquarters, Phoenix Park, Dublin 8, hereinafter referred to as "the Customer", of the one part, and

CLARDEX SYSTEMS LTD, a limited company incorporated under the law of Ireland with offices at M7 Business Park, Newhall, Naas Co. Kildare hereinafter referred to as "the Contractor", of the other part.

WHEREAS:

- 1 By an Invitation to Tender issued by An Garda Síochána, incorporated into this Agreement proposals were invited for the supply, installation, commissioning, training and maintenance of Closed Circuit Television System located at Kilkenny, Portlaoise and Waterford.
- 2 By a tender document dated 24th of April 2007, the Contractor offered to supply, deliver, install, commission and support the said Closed Circuit Television System for the said purpose.
- 3 The Customer has relied and is relying upon the accuracy and completeness of the contents of the said tender document and all representations made therein as to the suitability of the said systems for the said purpose.
- 4 The Customer has chosen the Contractor to supply, install and commission the Closed Circuit Television Systems for use by An Garda Síochána and to supply support and maintenance services in connection therewith under the terms and conditions set out herein.

IT IS AGREED as follows:

1. Definitions
 - 1.1 For the purposes of this Agreement, the following terms are defined as follows:
 - (a) "the Equipment" is the entire of the Closed Circuit Television System set out in Appendix II and shall comprise Hardware and Software together.
 - (b) "delivery" is the physical receipt of the Equipment at the Headquarters of An Garda Síochána, Phoenix Park in the City of Dublin, or any storage area nominated by An Garda Síochána such receipt having been certified in writing and cognate words are to be construed accordingly.
 - (c) "maintenance" is the support and maintenance services as may be agreed to be provided by the Contractor to the Customer on an annual basis.

Confidential Information

- (d) The maintenance service, if desired by the Customer, will commence immediately following successful commissioning of each system.
- (e) "Hardware" means the electronic circuits and electromechanical devices that make up the Closed Circuit Television System and any of the physical, touchable, material parts of the system.
- (f) "Software" means the programs and routines that tell the Closed Circuit Television System (CCTV) what to do and how to do it.
- (g) The "Fee" means a total fee in respect of the supply, delivery, installation, **three years maintenance and commissioning of the Equipment not to exceed**
[REDACTED]
exclusive of Value Added Tax.

2. The Contractor's Obligations**2.1 The Contractor undertakes:**

- (a) To supply the Closed Circuit Television System and related services at the costs set out in the Tender document.
- (b) To prepare for shipping, to transport, and to deliver the Equipment safely to its nominated final storage point prior to installation.
- (c) To transport and deliver the Equipment safely from its storage location to its final installation location.
- (d) To supply, install and commission the Equipment and to provide support and maintenance services connected therewith in an efficient, diligent, competent and professional manner having particular regard to the fact that the Customer will be relying upon the Contractor's special expertise and competence.
- (e) To supply, install, commission and provide support and maintenance services for the Equipment at each of the locations set out in Appendix IV.
- (f) To supply, install and commission the Equipment in accordance with the specification referred to at Appendix I.
- (g) To permit and facilitate Customer Site Acceptance Tests (SATs) as may be identified to the Contractor from time to time to ensure the full functionality of the Equipment and its compliance with this Agreement. The proposed test schedules must be submitted for the Customer's comment and approval at least four weeks before the start of the SATs.
- (h) To provide all documentation, test facilities, test results and engineering support required in the course of these Customer Site Acceptance Tests (SATs).
- (i) To remedy any deficiencies found in the course of these SATs and to facilitate any additional testing required subsequent to remedy. The Contractor shall reimburse any costs incurred by the Customer associated with any necessary re-tests.

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- (j) To provide operator and technician training as set out in Appendix IV.
- (k) To provide at its own expense all items reasonably necessary for the purpose of the supply, installation and commissioning of the Equipment and the provision of support and maintenance services connected therewith.
- (l) To ensure that all systems and Hardware supplied to the Customer, whether identified at Appendix II or otherwise, is fully compliant with relevant health and safety and EMC requirements.
- (m) To configure the Equipment in compliance with the user requirements as set out in Appendix I.
- (n) To reconfigure Equipment within the limits of its programmable parameters as required by the Customer.
- (o) To verify that the system performance is in compliance with the requirements specified in the user requirements referred to in Appendix 1 and to remedy any deficiencies that prevent total compliance.
- (p) To provide all other general engineering, system management or other co-operation during operational test scenarios, re-configuration, etc.

3. The Customer's Obligations

- 3.1 In consideration of the due performance of the Contractor's obligations to the Customer's satisfaction, the Customer shall pay the Fee to the Contractor.

- 3.2 The Customer shall pay the Fee in the manner and at the times set out below:

On delivery of items of equipment for installation in the Equipment Room, Control Room and including items for installation on any structure of the Garda Station the supplier may invoice the total cost of such goods delivered provided such costs are not more than 50% of the total contract cost of that system less service level agreement and training costs.

On satisfactory delivery, installation and commissioning of each camera a corresponding pro-rata cost may be invoiced to not more than 40% of the total contract cost of the system less service level agreement and training costs.

On successful operation of the system for a period of six months following final commissioning and the provision of training and the provision of all documentation, the final 10% cost of the system will be paid less service level agreement and training costs.

On completion of training by the company the customer will pay the training fees.

The fees due for the provision of the 3-year Service Level Agreement will be paid on a quarterly basis on the last day of each quarterly service period.

- 3.3 The Customer undertakes to facilitate the installation, commissioning and operation of the Equipment.

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4. Title and Risk

- 4.1 Subject to Clause 4.3 below, title to the Equipment shall pass from the Contractor to the Customer upon delivery as defined in Clause 1.
- 4.2 The Contractor shall insure the Equipment up until safe delivery to its final installation location with a reputable firm of insurers for all risk of any loss or damage thereto up to a value equal to the cost of replacing it.
- 4.3 Where the Software is of third party origin the Contractor shall arrange for the third party supplier to license that Software for the Customer's use.
- 4.4 All administration and configuration passwords shall be supplied to the customer.

5. Warranties**5.1 The Contractor warrants that:**

- (a) the offer of 24th of April 2007 constitutes a statement of technical compliance with the specification set out at Appendix I and with all ETSI and other standards referred to in said offer;
- (b) the system described in Appendix II meets An Garda Síochána's requirements of Appendix I;
- (c) the Equipment is free of defects in workmanship and material for a period of twelve months, such period to commence from the date upon which the Customer certifies in writing that the SATs have been successfully completed.
- (d) the Equipment is capable of passing the SATs at any time during that period of twelve months;
- (e) the Equipment is fit for the purposes for which it is required;
- (f) on title in the Hardware passing to the Customer, the Customer shall receive good title in and to the Hardware, free and clear of encumbrances, save those placed thereon or permitted to be placed thereon by the Customer;
- (g) it has the requisite power and title to grant all licences necessary to enable the Equipment to be used for the purposes stated in the Agreement;
- (h) any persons retained by the Contractor for the purpose of providing services under this Agreement have the appropriate qualifications, resources, expertise, facilities and competence to perform those services;
- (i) it has not, and covenants not to offer or give or agree to give to any person in the service of the Government of Ireland, any gift or consideration of any kind as an inducement or reward in relation to obtaining, execution or continuance in being of this Agreement;
- (j) it is not aware that any Minister or Minister of State of the Government of Ireland has any personal share, part or benefit of any kind whatsoever from

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- this Agreement and further warrants that it will not admit any such person to such share, part or benefit at any time in the future;
- (k) no action or administrative proceedings of or before any court, agency or body that might reasonably be expected to have a material adverse effect on the financial situation of the Contractor has commenced or has been seriously threatened;
 - (l) no meeting of creditors or other arrangement for the purpose of rescheduling its debts or winding it up has been initiated or is intended;
 - (m) it will automatically repeat the said warranties and each of them as and when and on each occasion on which it obtains payment from the Customer in respect of any goods or services provided thereby under or in compliance with this Agreement;
 - (n) The Contractor agrees to repair or replace any item of Hardware or Software so as to make the Equipment conform to the warranty without cost to the Customer provided that:
 - (i) notice of a claimed defect or failure to operate in accordance with the specification is given in writing to the Contractor within twelve months from completion of the site acceptance test or during the maintenance contract period for that Equipment;
 - (ii) the defective Hardware or item of Software is repaired or replaced by the Contractor or its authorised service representative in order to return the Equipment to its operating condition;
 - (iii) an inspection of the failed or defective Hardware or item of basic Software by the Contractor indicates on a reasonable that the defect was not caused by abuse or improper use;
 - (iv) the choice of repair or replacement shall be exercised by the Contractor.
 - (o) All spare parts on site are the property of the Contractor until fitted to the system as a replacement for a defective item. Any item fitted to the system becomes the property of the Customer and the defective item becomes the property of the Contractor;
 - (p) Hardware or Software repaired or replaced by the Contractor pursuant to the terms of this clause shall continue to be warranted for the remainder of the period which is one year from the date of satisfactory completion of the site acceptance test plus the length of time necessary for its repair and replacement. The Contractor agrees to correct any latent Software design defects that may appear within twelve months following acceptance, provided that the Customer has not modified the Software package without the express agreement of the Contractor;
 - (q) The Contractor shall be responsible for all loss, damage or injury directly caused by any negligent act or omission of its personnel in the course of or arising out of the performance of the Agreement.

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6. Software Licence

6.1 The 3rd party grants the Customer a non-exclusive licence which shall be irrevocable except as provided for in this agreement to use the Software included with the Equipment solely for operating the Equipment for the purpose for which it was designed, subject to the following conditions:

- (a) the Customer may take copies of Software for the backup or recovery of the system;
- (b) copyright in and title to the Software remains at all times vested in the 3rd party licensor.

7. Patent Indemnity

7.1 The Contractor agrees that it shall defend, at its own expense, all suits against the Customer for infringement of any patent or other patents covering, or alleged to cover, all or part of the Equipment in the form furnished by the Contractor. The Contractor also agrees that it shall pay all sums which, by final judgement or decree in any such suits, may be assessed against the Customer on account of such infringements, provided that the Contractor shall be given written notice of all claims of any such infringement and of any suits brought or threatened against the Customer as soon as is reasonably feasible after the receipt of written notice of such action by the Customer and authority to assume the sole defence thereof through its own counsel and to compromise or settle any suits. If in any such suit so defended the Equipment is held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement the Contractor deems it advisable to do so, the Contractor will either procure the right for the Customer to continue use of the same or will replace the same with non-infringing Equipment, in such manner as to ensure that there is no interruption to the operating capacity available to the Customer, unless an alternative solution has been agreed between the Contractor and Customer, unless an alternative solution has been agreed between both parties.

8. Substitution

8.1 The Contractor reserves the right at any time before acceptance to replace or substitute items of Hardware and general Software comprising the Equipment, provided that such replacement or substitution will not result in additional charges to the Customer and will not affect the maintenance or operational capabilities of the Equipment. The Customer shall be advised in advance of any proposal for substitution and shall be given the opportunity to carry out whatever tests the Customer considers appropriate to satisfy himself that the proposed substitution would not affect the maintenance or operational capabilities of the Equipment and such substitution shall not occur until this process has been completed. However, this process shall not be construed so as to extinguish or reduce any obligations in relation to warranties or indemnities that would otherwise apply.

9. Project Managers

9.1 The Contractor shall appoint a Project Manager. The Project Manager will be resident in Ireland during the installation and commissioning phases and will be available at all reasonable times for the duration of the pilot. The Contractor

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hereby notes that it is desirable that continuity of the project manager is maintained through the delivery, installation and commissioning of the CCTV systems.

10. Tax and Social Insurance

- 10.1 It is a condition precedent to the operation of this Agreement that the Contractor furnish such Tax Clearance Certificates from the Revenue Commissioners or from such other revenue or taxation authorities as may be required by the Customer.
- 10.2 The Contractor is responsible for making such deductions in respect of income tax, social insurance and any other deductions required by law that relate to provision of goods and services under this Agreement.
- 10.3 The Customer shall as required by law make a deduction from the fees payable to the Contractor in respect of Professional Services Retention Tax at the standard rate of income tax applicable and any other deduction as may be required by law. For this purpose the Contractor shall, prior to or on the execution of this Agreement, furnish the Customer with details of its tax reference number in the country in which it is incorporated.

11. Confidentiality

11.1 The Contractor undertakes to the Customer:-

- (a) To keep absolutely confidential all information received or obtained by it in connection with this Agreement or arising from the arrangements contemplated by this Agreement during the period leading up to or during its duration.
- (b) Not without the Customer's prior consent in writing to disclose any confidential information governed by the provisions of the Official Secrets Act 1963 in whole or in part to any other person or party save those necessarily involved in the performance of services under this Agreement.
- (c) To use such confidential information solely for the performance of the Agreement and for no other purposes or uses whatsoever.
- (d) Not to engage in any form of publicity without the prior consent of the Customer.
- (e) The undertakings given at Clause 11.1 do not apply to confidential information:
 - (i) which at any time is lawfully or comes lawfully into the public domain;
 - (ii) which was lawfully in the possession of the Contractor prior to disclosure;
 - (iii) which at any time after the Agreement commences comes lawfully into the Contractor's possession from a third party and over which the third party is entitled to give and has given permission for the disclosure of the information or

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- (iv) which of necessity must be disclosed to its insurers subject to the latter's undertaking to respect the confidentiality thereof.
- (f) The Contractor undertakes immediately to inform the Customer if at any time during the performance of this Agreement any conflict of interest or potential conflict of interest arises, consequent upon the provision by the Contractor of goods or services to any third party.
- (g) Without prejudice to the Contractor's right to retain such files and documentation as may be reasonably necessary and solely for professional indemnity purposes or as required by law, the Contractor undertakes to expunge and delete, on completion of the services or the date upon which this Agreement terminates, all confidential information stored on any media maintained thereby.
- (h) Where files and documentation are retained for professional indemnity purposes the Contractor undertakes to keep them in a secure manner in compliance with the undertakings given in Clause 11.1.

12. Time Limits

- 12.1 The Contractor shall observe and comply with the time limits for delivery, installation and commissioning laid down in Appendix V.

13. Termination

- 13.1 The Customer shall be entitled to terminate the contract at any time following one months notice to do so
- 13.2 The Customer shall be entitled to terminate this agreement for breach on giving notice with immediate effect and without prejudice to payment for fees and expenses for work properly and actually performed prior to the date of the expiry of this Agreement if:
 - (a) the Contractor shall at any time be guilty of any serious or persistent misconduct or breach or non observance of any of the terms and conditions contained in this Agreement after 14 days notice of such has been given to the Contractor and the Contractor has failed to remedy, or has failed to substantially commence steps to remedy the failure within 10 days;
 - (b) the Contractor ceases to carry on business in the normal course, commits an act of insolvency or is the subject of a petition for winding up, whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction, or compounds with its creditors generally or has a receiver, examiner, administrative receiver, liquidator or manager appointed over all or any of its assets or suffers execution or distress or takes any similar action in consequence of debt or becomes unable to pay its debts as they fall due;
- 13.3 The Contractor shall be entitled to terminate this Agreement under the conditions set out in the Request for Tender Document (RFT)

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14. Assignment

- 14.1 The Contractor shall not assign or otherwise transfer in whole or in part the benefit or burden of this Agreement or any part thereof without obtaining the prior written approval of the Customer. Notwithstanding the foregoing, the Contractor shall have the right without obtaining the consent of the Customer, to assign its duties and obligations hereunder to an affiliate or subsidiary corporation and shall also have the right without obtaining the Customer's written permission, to subcontract work to be performed hereunder in the normal course of business, but such subcontracting shall not relieve the Contractor of any obligations or responsibilities under the Agreement. The Contractor shall advise the Customer on request of such sub-contracts and the Customer shall have the right to veto such sub Contracts on security clearance grounds. The Customer may not assign its rights under the Agreement, without the written agreement of the Contractor.

15. Disputes and Arbitration

- 15.1 The parties to this Agreement agree that any dispute which arises concerning the interpretation of this Agreement and/or the services to be provided thereunder shall be mutually resolved through negotiations in good faith between the appointed representatives of each party. If any dispute fails to be resolved in such manner then the matter shall be referred to an arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Law Society of Ireland in accordance with and subject to the provisions of the Arbitration Acts 1954 to 1998 or any statutory modifications or re-enactment for the time being in force. The award of the said arbitrator shall be final and binding on both parties. It is agreed that nothing in this Agreement or in this clause shall prevent any termination or purported termination by the Customer pursuant to Clause 13 from taking immediate effect. Should the arbitrator ultimately determine that the Customer's purported termination was invalid the Agreement remains terminated and shall be treated as having been terminated in accordance with such notice. The Contractor shall, however, be entitled to claim damages in respect of any invalid termination and any claim to such damages shall be mutually resolved in accordance with the terms of this clause or in default shall be referred to the arbitrator as herein provided.
- 15.2 The provision of any goods or services under this Agreement shall not be delayed or suspended pending the resolution of any dispute.

16. Force Majeure

- 16.1 Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from circumstances beyond the party's reasonable control.

17. Liability

- 17.1 The contractor installing and maintaining equipment in Garda stations must hold for the period of the contracts; Employers, Product and Public Liability Insurance's to a minimum value of €13,000,000.
- 17.2 The Contractors Employer's, Product and Public Liability policies shall include provision by which, in the event of any claim, in respect of which the successful Contractor would be entitled to receive indemnity under either policy, being

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brought or made against the Customer (An Garda Síochána), the Insurer will indemnify the Customer (An Garda Síochána) against such claims and any costs, charges and expenses in respect thereof.

18. Validity and Waiver

- 18.1 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision. A waiver of a breach of any provision of this Agreement, or a failure to enforce at any time any provision of this Agreement shall not be construed as a waiver thereof or a waiver of any subsequent breach of any other provision of this agreement.

19. Costs

- 19.1 The parties to this Agreement shall pay their own costs of and incidental to this Agreement.

20. Severance

- 20.1 In the event that any provision of this Agreement is declared by a judicial or other competent authority to be void, void able, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without the said illegality. Should this not prove possible, such provision may be severed from this Agreement. In that case the remaining provisions shall be of full force and effect but without prejudice to the right of either party to rescind this Agreement if such amendments or severance materially alter the substance of this Agreement.

21. Notices

- 21.1 Any notice of other communication whether required or permitted to be given by one party herein to another shall be in writing and shall be deemed to have been duly given if signed by or on behalf of a duly authorised officer or a person represented as a duly authorised officer of the party giving the notice and:-
- (a) if delivered, at the time of delivery to the addressee or its duly authorised agent;
 - (b) if sent by pre-paid registered/certified post, four days after posting if addressed to the party to whom such notice is to be given at the address set forth for such party in this Agreement or such other address as may be subsequently notified to the other party;
 - (c) if transmitted by facsimile, on receipt of any error free transmission report to such facsimile number of numbers from time to time notified to the other party.


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21.2 All notices to the Customer under this Agreement shall be in writing and sent to:

Chief Superintendent J. Jeffers
Telecommunications
Garda Síochána
Garda Headquarters
Phoenix Park
Dublin 8
Ireland

Fax +353 1 6662248

21.3 All notices to the Contractor under this Agreement shall be in writing and shall be effective if sent to:


Mongey Communications
M7 Business Park,
Newhall
Naas.

Co.Kildare

Fax +353 1 4505519

22. Law and Jurisdiction

- 22.1 This Agreement shall be governed by and construed in accordance with the Law of Ireland excluding the doctrine of *renvoi* or reference to the laws of any other State.
- 22.2 This Agreement is deemed to have been made in Ireland.
- 22.3 Without prejudice to Clause 16, the Courts of Ireland shall have exclusive jurisdiction in relation to any issue arising out of or connected with this Agreement.

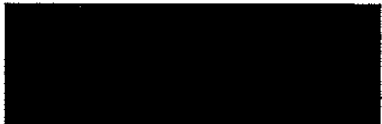
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IN WITNESS WHEREOF the parties hereto have signed this agreement the day and year first herein **WRITTEN:-**



Signed on behalf of the Commissioner, An Garda Síochána
In the presence of:

Signed as a Deed on behalf of the Contractor in the presence of:



CUSTOMER'S USER REQUIREMENT SPECIFICATION

of the Contractor dated 24th day of April 2007.

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APPENDIX II

EQUIPMENT LIST (HARDWARE AND SOFTWARE)

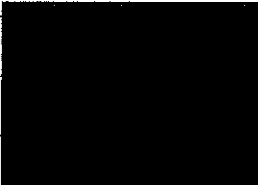
Item	Quantity <i>Waterford</i>	Quantity <i>Portlaoise</i>	Quantity <i>Kilkenny</i>
Camera Unit	33	15	15
Poles	33	15	15
	24	12	10
	20	12	10
	4	0	0
	9	3	5
	0	0	0
	9	3	5
TX Radio Telemetry	1	1	1
RX Radio Telemetry	33	15	15
Monitor Rack	1	1	1
19" Monitor	33	15	15
32" Monitor	1	1	1
Control Desk	1	1	1
Operators Chairs	2	2	2
Digital Record System	1	1	1
Controller	1	1	1
Management PC	1	1	1
Matrix	1	1	1
GUI Touchscreen	1	1	1
Video Distribution	1	1	1
Rack Mount Unit	1	1	1
RAID 5 Spare	2	2	2

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UPS	1	1	1
Playback and Copy PC	3	3	3
GPS System	1	1	1
Printer	2	2	2
USB Hard Drives	10	10	10
InfraRed Lighting	Per.User Requirements	Per.User Requirements	Per.User Requirements
Software	As Applicable	As Applicable	As Applicable

SERVICES

CCTV Signs	As Required	As Required	As Required
Mains Supplies	Each Camera & Relay Location	Each Camera & Relay Location	Each Camera & Relay Location
Civil Works	Each Camera & Relay Location	Each Camera & Relay Location	Each Camera & Relay Location
Equipment Cabinet	Each Camera & Relay Location	Each Camera & Relay Location	Each Camera & Relay Location
Control Room Installation	1	1	1
Camera Site Installation Works	Each Camera & Relay Location	Each Camera & Relay Location	Each Camera & Relay Location
System Commissioning	1	1	1
Planning Application	1	1	1
Project Management	1	1	1

Item	Description	Quantity	Contract Value
1	Waterford CCTV System (33 Cameras)	Lot	
2	Portlaoise CCTV System (15 Cameras)	Lot	
3	Kilkenny CCTV System (15 Cameras)	Lot	

Confidential Information**SERVICE LEVEL AGREEMENT**

Item	Description	Contract Value
1	Service Level Agreement inc Spares Handling Waterford Year 1	
2	Service Level Agreement inc Spares Handling Waterford Year 2	
3	Service Level Agreement inc Spares Handling Waterford Year 3	
4	Service Level Agreement inc Spares Handling Portlaoise Year 1	
5	Service Level Agreement inc Spares Handling Portlaoise Year 2	
6	Service Level Agreement inc Spares Handling Portlaoise Year 3	
7	Service Level Agreement inc Spares Handling Kilkenny Year 1	
8	Service Level Agreement inc Spares Handling Kilkenny Year 2	
9	Service Level Agreement inc Spares Handling Kilkenny Year 3	

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APPENDIX III LOCATIONS

1	Waterford
2	Portlaoise
3	Kilkenny

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APPENDIX IV

TRAINING

Item	Description	Quantity	Contract Value
1	Operator Training, On-site (Waterford) Course 1 day, 6 participants and materials.	Lot	██████████
2	Operator Training, On-site (Garda Headquarters) Course 2 day, 6 participants and materials.	Lot	██████████

Item	Description	Quantity	Contract Value
3	Operator Training, On-site (Portlaoise) Course 1 day, 6 participants and materials.	Lot	██████████
4	Operator Training, On-site (Garda Headquarters) Course 2 day, 6 participants and materials.	Lot	██████████

Item	Description	Quantity	Contract Value
5	Operator Training, On-site (Kilkenny) Course 1 day, 6 participants and materials.	Lot	██████████
6	Operator Training, On-site (Garda Headquarters) Course 2 day, 6 participants and materials.	Lot	██████████

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APPENDIX V CLARIFICATION POINTS AGREED 15th NOVEMBER 2007

Copy of Gantt chart attached.

Time Limits

Item	Date
Publish Planning Notice	7/12/07
Equipment Ordered by	7/12/07
Finishing Date for Control Room Equipment	28/03/08
Civil Works Completion	28/02/08
Finish Date for the Erecting of Poles & Mountings	07/03/08
Completion Date for ESB Final Terminations	28/03/08
Mains Supplies Termination End Date	28/03/08
Completion Date of Camera Installations	23/04/08
Final Test & Commission	30/04/08
Finish Date for Training	30/04/08



MONGEY
COMMUNICATIONS

An Garda Siochana
Garda Headquarters
Phoenix Park
Dublin 8

10th of August 2009

Re: Waterford Maintenance Service Level Agreement for period 1st of September 2009 to 31st of August 2012

1. Mongey Communications Maintenance Agreement - Overview

Mongey Communications are pleased to submit this document to *An Garda Siochana* for the provision of Maintenance and Preventative Maintenances for your CCTV system on your site in Waterford.

The benefits of a Maintenance contract are as follows:

- Mongey Communications is your single point of contact and has full accountability for the management of the Maintenance delivered.
- Having a contract in place with Mongey Communications, acting as a one stop shop for all your electronic security and audio needs, will simplify and streamline multi vendor hardware support.
- Clients are ensured of expert coverage from Mongey's highly trained, qualified and certified Maintenance engineers.
- We can offer priority booking for future breakdowns to contract customers. We will always put contract customers before non-contract ones when prioritising engineer's calls. Typically calls booked before 11.00am will be dealt with the same day. Calls after 11.00am may be same-day, but in any event will be within 24 hours of the call being booked with the exception of non contract calls.
- Two preventative maintenance visits per annum will ensure that the system is maintained in top condition throughout, and that any faults developing are identified and corrected early on. This may be the difference between a particular camera working or not in the event of an incident. A detailed list of the work carried out during this visit is attached.
- The customer receives reduced rates. Our normal fee is ■■■ per first hour of a callout and ■■■ per hour thereafter. Your hourly rate will be fixed at a reduced rate of ■■■ per hour including the first hour. These savings can quickly re-coup the cost of taking out the maintenance contract in the first place.

Design

Supply

Installation

Maintenance

Rental

Hardware, Software & Connectivity Maintenance

The basic element of the Mongey Communications Maintenance model is a fast and efficient service providing customers with the following:

- Labour, including engineer time, travel and the supply of all standard parts. Parts are fitted and if out of warranty will be charged at [REDACTED]
- The use of a Dedicated Support Team Approach with a designated Technical Maintenance Manager and Engineers to each site.
- Warranty Administration. Where there are valid warranties Mongey will administer warranties on your behalf.
- Repair of hardware faults on-site. Remote access to your site will ensure that we can analyse the problem in advance and bring all the correct parts. This minimizes repair time dramatically.
- In the case where the fault can not be fixed on-site a replacement machine of similar or better specification will be made available where necessary.
- Reports of your site indicating on-going issues, resolutions, vulnerabilities and recommendations will be emailed to designated contact/s in your company. We will provide such reports after critical or intermediate incidents and also after scheduled preventative maintenance visits.
- Mongey Communications will work with your staff members to address any on-going issue's.
- Mongey Communications will hold spare parts for all aspects of your system to ensure a swift response.
- Faults resulting in more than 25% of the system will be deemed as an emergency situation and will therefore receive immediate response and attention until the fault is cleared.

The experience of our engineering team with a wide range of equipment means hardware problems are diagnosed and resolved without delay. Mongey Communication's long established links with best of breed hardware.

2. Contract Conditions

- Unlimited access to our help desk for hardware, communications and general security issues.
- Support for hardware and software itemised on the contract.
- Loan equipment for hardware faults.
- Replacement parts for hardware supplied [REDACTED]
- On site support for hardware and software.
- Guaranteed response times.

Design

Supply

Installation

Maintenance

Rental

3. Check-lists

A) Cameras

- Initial functional test of camera functions from the control equipment – pan, tilt, zoom, focus, auto-iris. Identify any mis-operation.
- Visual inspection of dome housing and housing mountings.
- Inspect mains supply point / spur.
- Inspect all associated local glands, Kopex / tubing, junction boxes.
- Remove and clean camera housing – inside and out.
- Clean the camera lens.
- Check all cable terminations, re-terminate if required.
- Check and optimise camera and lens settings (e.g. gain control, auto-iris operation).
- Check and optimise camera software / configuration settings.
- Test and verify the correct operation of the signal transmission network components.

B) Control & Recording Equipment

- Detailed visual inspection of all control and recording equipment.
- Inspect mains supplies.
- Inspect all associated local cabling / terminations.
- Check local camera signal levels
- Remove and clean dust filters.
- Functional test of all camera control functions – pan, tilt, zoom, focus, auto-iris. Identify any mis-operation.
- Remove all screens, thoroughly clean and replace.
- Recall and review all global software settings, optimise as necessary.
- Recall and review individual camera, recording settings etc., for all cameras.
- Functional review of each camera's picture on live view and play-back of recorded images.
- Check network settings, connections and communication for networked DVRs
- Verify remote dial-in performance (if appropriate).
- Carry out resilience test for mains failure.

Design

Supply

Installation

Maintenance

Rental

4. Maintenance Agreement

Schedule A – CCTV – Equipment List

Garda Station and Field Equipment

Item	Qty
Monitor Rack	1
Full Function Cameras (field equipment)	33
Wireless Links (field equipment)	33
Camera Columns (field equipment)	33
Transmitters (field equipment)	33
Operator Console	1
Operator Chair	2
19" Video Monitor	
32" Video Monitor	
Digital Recording System	1
Camera Controller	
External Video Switching Facility	1
Software	
19" Equipment Rack	
PC Replay Console	3
Media Storage Cabinet	1
Colour Video Printer	2
Toner Cartridges	10
Control Room Chairs	2

Design

Supply

Installation

Maintenance

Rental

Section 3:cont ' 

Item	Qty
Control Room Clock	1
GPS Master Clock	1
Network Equipment	
UPS	1
Transmission Receiver	1
Portable USB Hard Drive	10
ESB Cabinet Key	7
Camera Column Key	7
CCTV Signs	

Design**Supply****Installation****Maintenance****Rental**

Schedule D – Response Options

Response Types	Yes / No	
Telephone Help Desk Support	✓	Call 045 897450 or email support@mongey.ie
Remote Access Assistance	✓	
Back to Bench Repair	✓	
On-Site Response	✓	<p>Emergency faults: Engineer on-site within 2 hours. Critical reports within 8 hours. More than 50% of cameras.</p> <p>Critical faults: Engineer on-site within 4 hours. Critical repairs within 24 hours. Up to 50% of cameras.</p> <p>Intermediate faults: Engineer on-site within 24 hours. Repairs within 48 hours. Single camera failure.</p> <p>Minor faults: Engineer onsite within 72 hours. Repairs within 5 working days. Intermittent minor faults.</p>
Out of Hours	✓	Call 045 897450 and listen to instructions.

Schedule E - Chargeable Work

It is agreed that the following Maintenances carried out by Mongey Communications are deemed outside the Scope of this Agreement and will be subject to a separate charge, and the hourly and daily rates are listed will apply.

Maintenance & Support Work
Hardware or Software Installations
Additional Cable work
Project Management
Parts outside of Manufacturers Warranty
Systems Consultancy

Maintenance & Support Rates		
	Contract Customer	Non Contract Customer
Hourly: Mon – Fri 9:00 AM – 17:00 PM		
Full Day: Mon – Fri 9:00 AM – 17:00 PM		

Labour, parts and any other expense necessary to repair damage caused by fire, water, accident, negligence or to alter or relocate equipment, including the use of consumables items not technically appropriate for use with the equipment, are not covered under this agreement.

Mongey Communications shall not be liable for the failure to replace a part or parts where such part or parts are no longer available.

Design

Supply

Installation

Maintenance

Rental

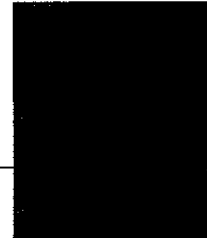
4. Cost Summary

Year 1 – CCTV Maintenance for Waterford

Year 2 – CCTV Maintenance for Waterford

Year 3 – CCTV Maintenance for Waterford

TOTAL



Please note: *Prices stated are ex vat.
Proposal is subject to Mongey Communications Standard Terms & Conditions of Sale.*

An Garda Siochana will receive monthly preventative maintenance visits to service equipment situated in the control room. Quarterly preventative visits will be performed on all field equipment.

Mongey Communications recommend that all sites maintain an up to date firewall and security patches/anti virus software on all PC's and other equipment used to access any of our equipment.

Please sign below if you wish to proceed with a maintenance contract as outlined above starting 1st of September 2009, ending 31st of August 2012

Signed _____ Date _____
On Behalf of Mongey Communications

Signed _____ Date _____
Srg
On Behalf of An Garda Siochana

Design Supply Installation Maintenance Rental



MONGEY
COMMUNICATIONS

An Garda Siochana
Garda Headquarters
Phoenix Park
Dublin 8

1st of June 2009

Re: Kilkenny Maintenance Service Level Agreement for period 1st of June 2009 to 31st of May 2012

1. Mongey Communications Maintenance Agreement - Overview

Mongey Communications are pleased to submit this document to *An Garda Siochana* for the provision of Maintenance and Preventative Maintenances for your CCTV system on your site in Kilkenny.

The benefits of a Maintenance contract are as follows:

- Mongey Communications is your single point of contact and has full accountability for the management of the Maintenance delivered.
- Having a contract in place with Mongey Communications, acting as a one stop shop for all your electronic security and audio needs, will simplify and streamline multi vendor hardware support.
- Clients are ensured of expert coverage from Mongey's highly trained, qualified and certified Maintenance engineers.
- We can offer priority booking for future breakdowns to contract customers. We will always put contract customers before non-contract ones when prioritising engineer's calls. Typically calls booked before 11.00am will be dealt with the same day. Calls after 11.00am may be same-day, but in any event will be within 24 hours of the call being booked with the exception of non contract calls.
- Two preventative maintenance visits per annum will ensure that the system is maintained in top condition throughout, and that any faults developing are identified and corrected early on. This may be the difference between a particular camera working or not in the event of an incident. A detailed list of the work carried out during this visit is attached.
- The customer receives reduced rates. Our normal fee is [REDACTED] per first hour of a callout and [REDACTED] per hour thereafter. Your hourly rate will be fixed at a reduced rate of [REDACTED] per hour including the first hour. These savings can quickly re-coup the cost of taking out the maintenance contract in the first place.

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Hardware, Software & Connectivity Maintenance

The basic element of the Mongey Communications Maintenance model is a fast and efficient service providing customers with the following:

- Labour, including engineer time, travel and the supply of all standard parts. Parts are fitted and if out of warranty will be charged at [REDACTED]
- The use of a Dedicated Support Team Approach with a designated Technical Maintenance Manager and Engineers to each site.
- Warranty Administration. Where there are valid warranties Mongey will administer warranties on your behalf.
- Repair of hardware faults on-site. Remote access to your site will ensure that we can analyse the problem in advance and bring all the correct parts. This minimizes repair time dramatically.
- In the case where the fault can not be fixed on-site a replacement machine of similar or better specification will be made available where necessary.
- Reports of your site indicating on-going issues, resolutions, vulnerabilities and recommendations will be emailed to designated contact/s in your company. We will provide such reports after critical or intermediate incidents and also after scheduled preventative maintenance visits.
- Mongey Communications will work with your staff members to address any on-going issue's.
- Mongey Communications will hold spare parts for all aspects of your system to ensure a swift response.
- Faults resulting in more than 25% of the system will be deemed as an emergency situation and will therefore receive immediate response and attention until the fault is cleared.

The experience of our engineering team with a wide range of equipment means hardware problems are diagnosed and resolved without delay. Mongey Communication's long established links with best of breed hardware.

2. Contract Conditions

- Unlimited access to our help desk for hardware, communications and general security issues.
- Support for hardware and software itemised on the contract.
- Loan equipment for hardware faults.
- Replacement parts for hardware supplied [REDACTED]
- On site support for hardware and software.
- Guaranteed response times.

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3. Check-lists

A) Cameras

- Initial functional test of camera functions from the control equipment – pan, tilt, zoom, focus, auto-iris. (Identify any mis-operation).
- Visual inspection of dome housing and housing mountings.
- Inspect mains supply point / spur.
- Inspect all associated local glands, Kopex / tubing, junction boxes.
- Remove and clean camera housing – inside and out.
- Clean the camera lens.
- Check all cable terminations, re-terminate if required.
- Check and optimise camera and lens settings (e.g. gain control, auto-iris operation).
- Check and optimise camera software / configuration settings.
- Test and verify the correct operation of the signal transmission network components.

B) Control & Recording Equipment

- Detailed visual inspection of all control and recording equipment.
- Inspect mains supplies.
- Inspect all associated local cabling / terminations.
- Check local camera signal levels
- Remove and clean dust filters.
- Functional test of all camera control functions – pan, tilt, zoom, focus, auto-iris. (Identify any mis-operation).
- Remove all screens, thoroughly clean and replace.
- Recall and review all global software settings, optimise as necessary.
- Recall and review individual camera, recording settings etc., for all cameras.
- Functional review of each camera's picture on live view and play-back of recorded images.
- Check network settings, connections and communication for networked DVRs
- Verify remote dial-in performance (if appropriate).
- Carry out resilience test for mains failure.

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4. Maintenance Agreement

Schedule A -- CCTV -- Equipment List

Garda Station and Field Equipment

Item	Qty
Monitor Rack	1
Full Function Cameras (field equipment)	15
Wireless Links (field equipment)	15
Camera Columns (field equipment)	15
Transmitters (field equipment)	15
Operator Console	1
Operator Chair	2
19" Video Monitor	
32" Video Monitor	
Digital Recording System	1
Camera Controller	
External Video Switching Facility	1
Software	
19" Equipment Rack	
PC Replay Console	3
Media Storage Cabinet	1
Colour Video Printer	2
Toner Cartridges	10
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Design

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Section 3:cont ' 

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Network Equipment	
UPS	1
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Portable USB Hard Drive	10
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Camera Column Key	7
CCTV Signs	

Design**Supply****Installation****Maintenance****Rental**

Schedule D – Response Options

Response Types	Yes / No	
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Out of Hours	✓	Call 045 897450 and listen to instructions.

Schedule E - Chargeable Work

It is agreed that the following Maintenances carried out by Mongey Communications are deemed outside the Scope of this Agreement and will be subject to a separate charge, and the hourly and daily rates are listed will apply.

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Hardware or Software Installations
Additional Cable work
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Systems Consultancy

Maintenance & Support Rates		
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Hourly: Mon – Fri 9:00 AM – 17:00 PM		
Full Day: Mon – Fri 9:00 AM – 17:00 PM		

Labour, parts and any other expense necessary to repair damage caused by fire, water, accident, negligence or to alter or relocate equipment, including the use of consumables items not technically appropriate for use with the equipment, are not covered under this agreement.

Mongey Communications shall not be liable for the failure to replace a part or parts where such part or parts are no longer available.

Design Supply Installation Maintenance Rental

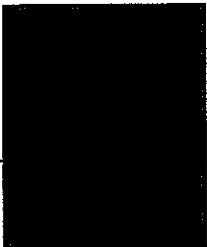
4. Cost Summary

Year 1 – CCTV Maintenance for Kilkenny

Year 2 – CCTV Maintenance for Kilkenny

Year 3 – CCTV Maintenance for Kilkenny

TOTAL



Please note: *Prices stated are ex vat.
Proposal is subject to Mongey Communications Standard Terms & Conditions of Sale.*

An Garda Siochana will receive monthly preventative maintenance visits to service equipment situated in the control room. Quarterly preventative visits will be performed on all field equipment.

Mongey Communications recommend that all sites maintain an up to date firewall and security patches/anti virus software on all PC's and other equipment used to access any of our equipment.

Please sign below if you wish to proceed with a maintenance contract as outlined above starting 1st of June 2009, ending 31st of May 2012

Signed _____ Date _____
On Behalf of Mongey Communications

Signed _____ Date _____
Srg Eugene Carley
On Behalf of An Garda Siochana

Design Supply Installation Maintenance Rental

Insp. Tommy O'Dea
An Garda Síochána
Telecommunications Section
Garda Headquarters
Phoenix Park
Dublin 8

11th June 2012

Re: Revised Maintenance Proposal and Agreement

Dear Insp. O'Dea,

Further to our recent conversation in connection with the above, please find attached our proposals for your consideration.

I trust these meet with your satisfaction. However, should you have any queries or require further information, please do not hesitate to contact me. I look forward to hearing from you shortly.

Yours sincerely,

Business Development Manager

Principle advantages to having your systems maintained by Mongey Communications:

Managed, single point of call for all related systems and services (one stop shop)

Simplified contact procedures and standardised reporting

Single, accountable point of contact / contract manager

Access to our highly trained and qualified engineering teams

Access to additional design support, consultancy and expertise

Priority treatment of breakdown calls

Discounted call-out rates for breakdowns

Access to service help desk

Access to out of hours support

Optional guaranteed response times

Optional on-line remote access to and support for critical systems

Optional provision of advance replacement (loan) parts while yours are being repaired

Warranty administration

PM (Preventative Maintenance) advantages;

- Early detection of faults
- Reduced equipment downtime
- Peace of mind that critical systems are operational
- Improved effectiveness of installed systems
- Potential reduced exposure to liability claims
- Extended equipment lifetime
- Reduced overall Long Term Cost of Ownership

This agreement is made the 4th day of March 2012 between Clardex Systems Ltd t/a Mongey Communications, M7 Business Park, Newhall, Naas, Co. Kildare (hereinafter referred to as "the Company" of the first part), and The Commissioner, An Garda Síochána, Garda Headquarters, Phoenix Park, Dublin 8 (hereinafter referred to as "the Customer" of the other part.)

Now it is hereby agreed between the parties as follows;

1) TERM / RENEWAL / TERMINATION OF THIS AGREEMENT

This agreement shall be effective from the date set out above, and on payment in full of the first annual maintenance contract charge, shall run for an initial term of one year. Thereafter, on payment by the Customer of the renewal maintenance contract charge, the contract shall renew automatically and continue in force on an annual basis subject to the terms and conditions set out below;

The Company shall have the right to increase the annual maintenance charge on each renewal anniversary in line with the Consumer Price Index. The Customer will be notified of any increases at the time the annual renewal invoice is issued.

Either party may terminate this agreement for any reason by serving 30 days written notice to the other party of their intention to do so, such notice period to expire within the 14 day period immediately prior to the next renewal anniversary.

2) PAYMENT TERMS

Payment of the annual maintenance charge shall be made to the Company on the agreement date above, and thereafter annually in advance, on the anniversary of the agreement date, for the duration of this agreement. The annual maintenance charge shall be paid without reduction or deferment on account of disputes, cross claims or for any other reason whatsoever.

Should the annual maintenance charge (or any part of it) remain unpaid following issue of the maintenance charge invoice, then the Company, without penalty, may at it's sole discretion and without further notice to the Customer;

- a) after fourteen (14) days suspend performance of it's obligations under the agreement.
- b) after twenty-eight (28) days terminate this agreement forthwith.

In the event of this agreement being terminated on grounds of non-payment, the Customer accepts and understands that they shall continue to be liable to pay the current outstanding annual maintenance contract charge, without prejudice to any other right the Company may have.

3) RESPONSIBILITIES AND OBLIGATIONS

- a) The Company agrees to provide scheduled preventative maintenance services to the Customer and to use its best endeavours to maintain the equipment in substantially good operating condition during the term of this agreement. In addition, the Company will normally provide breakdown repair services during normal working hours in response to faults notified by the Customer.
- b) The Customer agrees to ensure and arrange that the Company has full, free and unrestricted access to the equipment at all times necessary to allow the Company to perform its obligations.
- c) Preventative maintenance services may include minor repairs or replacement of parts deemed necessary by the Company. Such parts will be furnished on an exchange basis and will be new or equivalent to new. Faulty parts removed from the system shall become the property of The Company where corresponding replacement items have been supplied.
- d) The Company may determine that an item of equipment must be removed off-site for repair. Where possible, the Company will endeavour to provide the Customer with an equivalent replacement item while this repair is being undertaken.
- e) The Customer agrees to operate the equipment responsibly, and not to alter, interfere with or permit any other party to alter or interfere with the equipment other than as required by the Customer for the normal use of the equipment.
- f) The Customer undertakes to notify the Company promptly of any faults or other issues arising that may affect the equipment or its continued good operation.
- g) The Customer agrees to give the Company at least thirty (30) days prior written notice of any significant alterations to the protected property, or of its intention to move the equipment covered under this agreement.
- h) Where remote support services (using broadband or similar links to allow the Company to access the Customer's equipment remotely) form part of this agreement, the Customer shall arrange to provide and subsequently maintain the communications link over which this service is provided in an effective and reliable fashion, ensuring that all service and related charges for the link continue to be paid.

4) PERIOD OF SERVICE AVAILABILITY, RESPONSE TIMES AND COSTS

- a) The preventative maintenance and breakdown repair services offered under this agreement operate during the period of 9:00AM and 5:30PM, Monday through Friday excluding Public Holidays.
- b) Preventative maintenance visits will normally be undertaken by prior agreement with the Customer. Breakdown repair services are normally attended to same day where the call is logged before 10.00 a.m. Calls booked after this time are accepted on the basis of same day / next day. The response times quoted only apply within 50 kilometres of the Company's offices and are not guaranteed.
- c) Comprehensive or premium maintenance agreements may provide for an improved, priority response time. Remote attendance surcharges may apply to Customer sites in excess of 50 kilometres from the Company's offices.
- d) Technician attendances for breakdown repairs within the Company's normal business hours are not normally covered under this agreement and the cost of these (attendance charge, materials and labour associated with any repairs) will be chargeable at the current prevailing rates.
- e) Technician attendances for breakdown repairs outside the Company's normal business hours are not covered under this agreement and the cost of these (attendance charge, materials and labour associated with any repairs) will be chargeable at the current prevailing rates.
- f) In addition to the preventative maintenance and breakdown repair charges provided for in this maintenance agreement, the Customer shall pay to the Company any customs, import duties, national, local, municipal, other government excise, sales, use, occupational, or like taxes now in force or hereafter enacted which the Company is required to collect.

5) EQUIPMENT COVERED UNDER THE AGREEMENT

- a) The system types, sites and services proposed for inclusion under this agreement shall be itemised as a schedule to the agreement, and are subject to inspection and acceptance by the Company prior to the Company's obligations under this agreement becoming effective.
- b) Any equipment supplied and / or installed by a third party may be subject to an inspection charge prior to acceptance for cover under the agreement. The Customer shall be liable for such inspection charges, and for any costs incurred in restoring the equipment to good operating condition prior to acceptance.
- c) The Company may withdraw individual item(s) of equipment from cover under this agreement on serving thirty (30) days prior written notice to the Customer, where in the Company's opinion those item(s) of equipment cannot continue to be properly, effectively or economically maintained or repaired for whatever reason.

6) EXCLUSIONS

- a) Continued maintenance agreement cover is contingent on the proper use of all equipment. The agreement does not cover equipment that has been modified without the Company's express approval, or that has been subjected to unusual physical, electrical or environmental stress.
- b) The Company shall be under no obligation to provide preventative maintenance or repair services to equipment otherwise covered under this agreement where any of the following arise:
 - i) operator error, misuse or mis-operation of the equipment;
 - ii) accidental or deliberate mishandling of the equipment;
 - iii) excessive wear and tear;
 - iv) damage caused by environmental factors (temperature extremes), external sources (lightning, electrical supplies) or contaminants (excessive dust, liquid spillages and the like), or through the use of unapproved or spurious parts, consumables or the like.
 - v) attempts made (whether successful or otherwise) to maintain, repair or service the equipment by anyone other than those authorised by the Company, without the prior written approval of the Company;
 - vi) unauthorised attempted or actual removal and/or re-installation of the equipment from its initial installation location;
- c) Cover under this agreement also specifically excludes:
 - i) maintenance of accessories, attachments or other devices not originally furnished by the Company unless specifically stated in this contract;
 - ii) other vendors' equipment or accessories (except as specified in this contract) attached to or installed in equipment otherwise covered by this agreement;
 - iii) work on electrical supplies external to the devices covered;
 - iv) repairs to accessories, paint, or refinishing of the equipment or furnishing materials for this purpose;
 - v) items with an expected finite life-span (e.g. projector lamps), consumable items, and issues arising from or relating to software not supplied by the Company;
- d) The Customer shall be fully liable for the cost of any repairs arising from the causes or items excluded in (b) and (c) above.
- e) The Company shall have no liability whatsoever for non-performance due to causes beyond the control of the Company or its suppliers, such as acts of God, force majeure, industrial unrest, war, fire, flood, earthquake, etc.

7) LIMITATION OF LIABILITY

The cumulative liability of The Company to the Customer for any and all claims arising under or related to this maintenance agreement, whether in contract, tort or otherwise shall not exceed the value of annual maintenance contract charge paid to the Company in the 12 month period immediately preceding the date of the incident giving rise to the claim.

In no event will the Company be liable to the Customer for any damages for loss of data, lost profits or other indirect, special, incidental or consequential damages howsoever arising, even if the Company shall have been advised of the possibility of such damages. Neither shall the Company be liable for any claim against the Customer by any third party. This limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of any other remedies.

8) GENERAL

- a) This agreement represents the entire agreement between the Company and the Customer for the provision of maintenance services and supersedes all prior maintenance agreements and understandings between the parties.
- b) The terms and conditions of this agreement shall prevail notwithstanding any purported variation contained in any present or future order submitted by the Customer for maintenance services.
- c) No advice, representation, promise, condition, inducement or warranty given elsewhere by the Company outside the terms of this agreement, whether express or implied, shall be binding on the Company.
- d) No variation of the terms of this agreement shall be binding on the Company unless expressly agreed to and accepted as such in writing by an authorised officer of the Company.
- e) The Company shall at all times be entitled to perform any or all of it's obligations under this agreement through sub-contractors or agents employed by the Company.
- f) This agreement shall be governed and construed in all respects in accordance with the laws of the Republic of Ireland.

Acceptance:

For the Company:

Signed: _____ **Position:** _____

For the Customer:

Signed: _____ **Position:** _____

Schedule of systems, sites and services covered;

SYSTEMS:

System type:	Covered?
A) CCTV	Yes
B) Access Control	No
C) Intruder Alarm	No
D) Fire Detection	No
E) Audio-Visual	No
F) Other (specify below)*	No

*Brief description of other system types covered: N/A

SITES:

Locations / sites covered under this agreement:

- 1) Garda Town Centre CCTV Scheme at [REDACTED] comprising full-function cameras, video links and all associated field equipment at 15 camera locations
- 2) Receiving, Control, Viewing and Recording (RCVR) equipment housed at [REDACTED].
- 3) _____

SERVICES:

Brief description of types of service to be provided (e.g. number of PM visits, level of breakdown cover (if any), extended warranties);

Four PM visits to this site annually included under this contract, during which the systems outlined above will be inspected and maintained in accordance with Mongey Communications standard PM checklists (available on request).

Labour costs for engineer attendances in response to breakdowns are fully covered up to the first [REDACTED] per annum of engineer time on site. This breakdown time may be called on as needs arise and may be drawn down in any amounts over the 12 month contract period subject to the twin provisos that a) once the [REDACTED] cover period has been exhausted (at whatever stage in the contract period this might arise), the labour element of all additional breakdown time will be chargeable at the agreed rates and b) no refund will be available in the event that the full [REDACTED] quota hasn't been used in the 12 month contract period.

While Mongey Communications will use their best endeavours to minimise these, equipment repair / replacement costs may apply to any items which fail and are outside of their original warranty periods.

Priority breakdown response service on a time and materials basis based on the rates set out below.

Remote diagnostic / support service via broadband link to [REDACTED].

Schedule of Proposed Costs:

The following charges are plus V.A.T. at 13.5% unless otherwise stated.

Annual Maintenance Charge (Year 4):

Annual Maintenance Charge (Optional Year 5 extension):

Repair Callout Hourly Rate (Office Hours):

Half Day Rate (Variations and Additions etc.):

Full Day Rate:

Repair Callout Hourly Rate (Out of Office Hours):

