

1) DEFINITIONS

The Company – Securafit.

The Customer – The individual, company, or authorised nominee of the company and owner/operator of the equipment.

The Equipment – The equipment installed at the installation address pursuant to this agreement specified asset register.

Agreement – The agreement for the installation and/or maintenance between The Company and The Customer.

Normal Working Hours – The hours of 0800hrs to 1700hrs inclusive on any working day.

Working Day – Any day other than Saturday or Sunday or a Bank or Public Holiday.

The Engineer – Authorised personnel directly responsible to Securafit.

The Site – The installation address.

Location – Location of equipment on The Site.

Acceptance of the Estimate includes acceptance of the following Terms and Conditions:

2) THE COMPANY

2.1) shall install the Equipment in accordance with the Specification.

2.2) shall not be liable for any delay in the installation of the Equipment howsoever caused.

2.3) shall rectify any defect in the System for a period of twelve months from the Installation Date (the warranty period) except in the case of work necessary as a result of any circumstances listed in condition 3.3 and the replacement of batteries, fobs and all other general consumable items utilised by the System.

2.4) shall use all reasonable efforts to rectify any defect appearing in the System during Normal Working Hours. The Company reserves the right to make such charges that it considers reasonable for labour (including travel time) and component parts where the Company's attendance to the System is requested outside of the warranty period.

2.5) shall carry out the installation with authorised engineers attending the Site during Normal Working Hours.

3) THE CUSTOMER

3.1) shall not to permit anyone other than the Company's authorised staff to test, adjust, alter or interfere with the installation or any part associated with it. The Company retains the right to terminate the agreement forthwith upon discovery of such action.

3.2) agrees to pay in addition to the cost of the agreement, the cost of any works and materials required to upgrade the system to a condition which complies with any applicable regulatory standards.

3.3) shall pay to the Company the cost of any work required to be carried out to the Equipment due to damage howsoever caused, misuse, neglect or incorrect operation of the system and in addition for engineer call-outs and parts required outside of the warranty period.

3.4) will permit the Company authorised staff to gain full and free access to the customer's premises at all reasonable times.

3.5) shall inform the Company immediately of any defect in the system and permit the Company to take such appropriate remedial action as deemed necessary.

3.6) shall notify the Company of any proposed structural alterations, modifications or applications to the site which may affect the existing installation and its effective operation. Any extension to, or alteration to the installation which thereby becomes necessary, shall be carried out by the Company at an additional cost to the customer.

3.7) shall, where appropriate, to clean the equipment as often as is necessary to maintain its efficient function.

3.8) shall take all such steps as may be necessary to ensure the safety of any of the Company's representatives who visit any premises of the Customer.

3.9) shall at all times keep the Equipment in the environmental conditions recommended by the manufacturer of the Equipment.

3.10) shall permit the Company to enter the Premises at any time or in any circumstances to inspect and test, service and repair the System or remove the System to which the Company holds title.

4) WARRANTY

4.1) We warrant that the Installation shall be free from material defects in materials and workmanship and that the System shall perform materially in accordance with our written specifications for such Installation during the warranty period.

4.2) The warranty period being twelve months from the date of handover.

4.3) The warranty does not apply to equipment previously installed at the Customer's premises.

5) EXCLUDED SERVICE

The services detailed in clauses 5.1 to 5.10 inclusive do not form part of the Warranty Agreement. Such Excluded Services may however be under taken by the Company subject to renegotiation of suitable terms and conditions.

5.1) Repair of any design defect or malfunction which is due to faulty materials or workmanship in manufacture, that is not covered under warranty or statutory obligations, or which in the Company's opinion has arisen as a result of;

5.1a) electrical work external to the Equipment;

5.1b) transportation or relocation of the Equipment not performed by or on behalf of the Company;

5.1c) any error or omission relating to the operation of the Equipment, i.e. incorrect usage;

5.1d) any modification, adjustment or repair to the Equipment made by a third party without the written consent of the Company;

5.1e) the subjection of the Equipment by the Customer, Customers agents or Customers unknown operatives to unusual physical or electrical stress;

5.1f) the neglect or misuse of the Equipment or any fluctuation of electrical power or any other cause (except fair wear and tear) which is not due to the neglect or default of the Company.

5.1g) Failure to comply with the provisions of clause 4.1.

5.2) Removal of the Equipment, or part thereof, from the location to another location.

5.3) Adjustments made necessary due to failure.

5.4) Adjustment of time keeping equipment, at the commencement and termination of British Summer Time each year.

5.5) Adjustment of the Equipment, made necessary by use of spare parts or expendable requisites, other than those recommended by the Company.

5.6) Rectification of any faults found in the wiring of the Equipment due to damage caused by others.

5.7) Loop replacement.

5.8) False callouts whereby a callout is requested and upon arrival equipment is in full working order.

5.9) If upon investigation the Company reasonably determines that any defect in or malfunction of the equipment is the result of any matters referred to in clauses 6.1-6.4 The Customer shall be liable for all costs incurred by the Company in investigating the same.

5.10) The agreement does not cover damage, whether it is caused by users, vandals, Acts of God or otherwise

6) COSTS

The estimated costs may be revised if:

6.1) you require the work to be carried out more urgently than agreed.

6.2) you change the specification.

6.3) your premises are in some way unsuitable for the equipment and this was not apparent during the course of telephone/email conversation or there are circumstances which we should have been made aware.

6.4) any other special circumstances that arise and we were not aware of in writing when supplying our original estimate arise. This includes:

6.4a) re-visits of the installer/technicians/engineers for re-configuration of the system.

6.4b) remote viewing, where the customer is responsible for the availability of a broadband internet service, a router that provides the 'port-forwarding' function and a public (static) IP address.

6.4c) the installation work is outside the working hours of 0800hrs -1700hrs Monday to Friday except statutory holidays. Requests made by the Customer to install outside these working hours will incur additional charges.

7) REPLACEMENT PARTS/SPARES

- 7.1) All spare parts and replacement components supplied by the Company shall become part of the equipment and any parts and components removed from it will become the Company's property, unless otherwise agreed in writing between the parties.
- 7.2) The Company shall use all reasonable endeavours to supply minor spare parts and replacement components required to maintain the Equipment in good working order.
- 7.3) Where the Equipment, or any part thereof, was originally supplied and/or installed by a third party then the Company cannot guarantee to be able to supply the necessary spare parts or replacement components. Replacement of obsolete parts are not covered under any agreement.
- 7.4) Ancillary items such as batteries, radio transmitters, magnetic cards, proximity tokens and keys are not covered under any agreement for replacement, addition or upgrade.

8) PAYMENT

- 8.1) The Customer shall pay to the Company before the Company starts to install the Equipment a 50% deposit.
- 8.2) The Customer shall pay any progress invoices submitted in respect of Equipment supplied or work carried out to date.
- 8.3) The Customer shall pay to the Company on completion of works the whole or balance (as the case may be) of the installation invoice.
- 8.4) Invoices rendered by the Company for additional works, call outs, and parts must be settled on completion of works.
- 8.5) The Company reserves the right to charge daily interest on overdue invoices from the date the payment becomes due at a rate of 5% above the Base Rate of the HSBC Bank plc from time to time enforce and shall accrue until both original invoice and interest are settled in full. In addition reasonable administration charges incurred by the Company in the pursuit of the monies will be levied in addition.
- 8.6) The Company reserves the right to withdraw at its sole discretion all services and maintenance provision to the customer as a result of non-payment of monies due to the Company. Such services will be resumed at the discretion of the Company together with any costs incurred in the reinstatement of the agreement.
- 8.7) So long as any payment is outstanding the Company shall not be obliged to make good any deficiency under the terms of its warranty.
- 8.8) Goods remain the property of the Company until paid for in full by the Customer.
- 8.9) Estimates are valid for 30 days from the date of issue.
- 8.10) All prices are subject to the prevailing rate of VAT unless otherwise stated.

9) LIABILITY

- 9.1) The Company shall have no liability whatsoever to the customer for any loss, loss of profit, loss of contracts, damage costs, expenses or other claims for compensation arising from any information or instructions supplied by the customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, arising from their late arrival, or any other fault of the customer.
- 9.2) The Company shall have no liability for the costs of any work, repairs or replacement of equipment which results from fire, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.
- 9.3) For the avoidance of doubt, the Company shall not be liable to the customer or to be deemed in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Company's obligations under this agreement, if the delay or failure was due to any cause beyond the Company's reasonable control.
- 9.4) The Company shall have no liability to the Customer for any indirect, special or consequential Loss of the Customer arising out of or in connection with the provision of any goods or services pursuant to this Agreement (except in respect of death or personal injury resulting from negligence) and the total Liability of the Company for any loss of the Customer so arising in any year of this Agreement in respect of anyone event or series of connected events shall not exceed the charges payable by the Customer to the Company in the preceding 12 months.

10) FORCE MAJEURE

- 10.1) If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.
- 10.2) Notwithstanding any other provision of this Agreement, neither party shall be deemed to be in breach of this agreement, or otherwise be liable to the other, for any delay in performance or non-performance of any of its obligations under this agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

11) HOURS OF WORK

Unless otherwise specified the Company will conduct preventative maintenance/service within normal working hours, i.e. 0800hrs -1700hrs excluding bank holidays and public holidays. Any works conducted outside of the hours as stated will be subject to a separate estimate and agreement.

12) EMERGENCY CALL OUTS

- 12.1) Emergency call outs do not form part of this agreement. The Company reserves the right to charge for emergency work at the prevailing rate.
- 12.2) Emergency call outs shall be deemed to be outside the normal working hours, see clause 11.

13) REMOTE VIEWING & IT ISSUES

If we are unable to configure the remote viewing on the day of the scheduled installation due to IT technical issues, ISP unavailability or lack of details such as Router IP address, VLANS or multiple servers, user name & password then further charges will apply to remotely configure or revisit to complete the setup. The Company cannot be held liable for Client IT issues such as change of router, failed connection, change on internet service provider, reset of router, loss of settings on the router or a new operating system.

14) GENERAL

- 14.1) The Installation Charge is based on full and free access to the Premises during normal office hours. If such access is not available the Customer shall make good to the Company any loss arising therefrom.
- 14.2) The Ownership of the System shall not pass to the Customer until payment by the Customer to the Company of the Installation Charge notwithstanding which the risk of loss or damage to the System shall pass to the Customer on the date the installation begins.
- 14.3) The Company shall be entitled to assign all or any of its rights under the Agreement and to perform all or any of its obligations through sub-contractors.
- 14.4) The Customer shall not be entitled to assign any of its rights under this Agreement without the Company's prior consent in writing.
- 14.5) If at any time any payment due from the Customer to the Company is overdue for a period of 30 days or more the Company shall not be bound to perform any of its obligations contained herein.
- 14.6) If the Customer commits any breach of any obligation contained herein and the Company gives notice to terminate the Agreement any such notice shall not relieve the Customer of any obligation to pay to the Company any charges due under these conditions.
- 14.7) Where the attendance of the Company is requested and/or required for any reason whatsoever (excluding normal tests and the warranty period see condition 2.3 the Company reserves the right to make such charges as it considers reasonable for labour (including travelling time) and component parts.
- 14.8) Any alterations, extensions or modifications to the System shall be subject to the Terms and Conditions of the Agreement and shall be carried out by the Company at the Customers expense.
- 14.9) The provisions contained in the Estimate and these Terms and Conditions shall constitute all the provisions of the Agreement between the Company and Customer and no variation on them shall be binding upon the Company unless it is in writing and signed on behalf of the Company by a Director.

14.10) The Customer acknowledges that no representation has been made by or on behalf of the Company as to the installations performance or functions of the System or Maintenance thereof otherwise than in conformity with the Estimate and the Terms and Conditions which has induced the Customer to offer to accept the Estimate.

14.11) Each provision of the Agreement operates separately in itself and survives independently of others.

14.12) No variation of these Terms and Conditions shall be enforceable except where this is agreed in writing and signed by one of the Partners of the Company.

14.13) If any part of these Terms and Conditions is held to be invalid or unenforceable by any competent authority then this will not limit or reduce the effect of all other clauses.

14.14) If hazardous materials are identified on site The Company reserves the right to cease work until such materials are removed or made safe.

14.15) In the event of a Customer having conditions which conflict with any part of these Term and Conditions then the signing of this Agreement acknowledges that the Company's Terms and Conditions will be the only Terms governing the Agreement.

14.16) The Company does not accept responsibility or any liability for the performance or reliability of any existing equipment or wiring that has not been approved, supplied and/or installed by the Company.

14.17) All drawings, illustrations, literature, technical data sheets and the like which accompany our specification and estimate (all of which we reserve the right to alter without notice) are intended to present a general idea of the products described and are approximate only and in no case constitute a condition.

14.18) The Company reserves the right to change or amend these Terms and Conditions at any time without prior notice.

15) RIGHT TO CANCEL

If you decide to cancel within the 14 days during which time we have supplied goods and services, you shall pay to us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this Agreement; you will not be charged for any goods and services not received.

16) NO THIRD PARTY RIGHT

For the avoidance of any doubt this Agreement shall not confirm any right or liberties whatsoever upon any person, or company not party to this Agreement.

17) APPLICABLE LAW

This Agreement is subject to the Laws of England and the parties shall submit to the jurisdiction of the Courts thereof.