

TERMS & CONDITIONS

1) DEFINITIONS

Securafit – The maintaining Company.

The Company – Securafit or its appointed agents.

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.

Basic Service – The service to be provided pursuant to clause 2.

Excluded Service – The services set out in clause 3 which do not form part of the services to be provided by Securafit.

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 as specified in The Schedule.

Location – Location of equipment as shown in the asset register.

The Schedule – The Secura Care Estimate/Agreement.

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

2) SERVICES TO BE PROVIDED BY THE COMPANY

2.1) During the continuance of this agreement the Company shall provide to the customer in respect of the equipment the standard service and such additional service as set out in The Schedule.

2.2) The standard service shall consist of the Company providing the number of visits as set out in the schedule.

2.3) Site visits shall be carried out by an authorised engineer attending the Site during Normal Working Hours.

2.4) If a Company engineer discovers a defect in or malfunction of the Equipment in the course of the site visit, the Customer will be verbally advised as to any proposed repair work. If the engineer has the necessary spare or replacement parts and has sufficient time to carry out the repairs during the course of the visit, then such repairs may be carried out there and then, subject to the Customer's consent.

2.5) The Company will effect any necessary adjustments to the equipment, provided the same are not part of the Excluded Service.

3) EXCLUDED SERVICE

The services detailed in clauses 3.1 to 3.9 inclusive do not form part of either the Standard Service, Plus, Ultra or Warranty Agreements. Such Excluded Services may however be under taken by the Company subject to renegotiation of suitable terms and conditions with the Service Department.

3.1) 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;

3.1a) electrical work external to the Equipment;

3.1b) transportation or relocation of the Equipment not performed by or on behalf of the Company;

3.1c) any error or omission relating to the operation of the Equipment, i.e. incorrect usage,

3.1d) any modification, adjustment or repair to the Equipment made by a third party without the written consent of the Company.

3.1e) the subjection of the Equipment by the Customer, Customers agents or Customers unknown operatives to unusual physical or electrical stress.

3.1f) 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.

3.1g) Failure to comply with the provisions of clause 5.1.

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

3.3) Adjustments made necessary due to failure.

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

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

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

3.7) Loop replacement.

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

3.9) 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 4.1-4.4 The Customer shall be liable for all costs incurred by the Company in investigating the same.

3.10) If any part of the Equipment can no longer be maintained in good working order by the provision of replacement spare parts, or the whole of the Equipment is damaged beyond economic repair otherwise than through the Company's fault (as to whether either of which events has occurred. The Company's decision shall be final and binding on the Customer) the Company reserves the right to terminate this Agreement forthwith, by giving written notice to the Customer, in respect of the whole or any part of the Equipment which can no longer be maintained, in which case the Company shall repay to the Customer a fair proportion of any charges for the Company's services which have been paid in advance by the Customer.

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

3.12) Routine weekly Fire Shutter testing is excluded from all agreements. However if they form part of the Asset Register they will be tested at a frequency as described in the schedule.

4) REPLACEMENT PARTS/SPARES

4.1) 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.

4.2) The Company shall use all reasonable endeavours to supply minor spare parts and replacement components required to maintain the Equipment in good working order.

4.3) 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.

4.4) Ancillary items such as batteries, radio transmitters, magnetic cards, proximity tokens and keys are not covered under any agreement for replacement, addition or upgrade.

5) CUSTOMER OBLIGATIONS

5.1) The Customer agrees not to permit anyone other than Company 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.

5.2) The Customer 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.

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

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

5.5) The Customer is to 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.

5.6) Where appropriate, to clean the equipment as often as is necessary to maintain its efficient function.

5.7) Where equipment is 'motorised shutters' the customer must ensure that any obstruction (including any locks fitted) are removed before operating and any obstruction under the shutter is removed before closing.

5.8) The Customer 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.

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

6) PAYMENT

6.1) Payment in full for the agreement shall be made upon acceptance of the agreement.

6.2) Any renewal or continuation of this agreement will not be effective until full cleared payment is received by the Company.

6.3) Invoices rendered by the Company for additional works, call outs, and parts must be settled on completion of works.

6.4) 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.

6.5) The Company reserve 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.

6.6) So long as any payment is outstanding the Company shall not be obliged to make good any deficiency under the terms of its warranty.

6.7) Goods remain the property of the Company until paid for in full by the Customer.

6.8) Any estimate for an Agreement is valid for 30 days from the date of issue.

6.9) All prices are subject to the prevailing rate of VAT unless otherwise stated.

7) LIABILITY

7.1) 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.

7.2) 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.

7.3) 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.

8) FORCE MAJEURE

8.1) 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.

8.2) 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.

9) AGREEMENT DURATION AND TERMINATION

9.1) This Agreement shall come into force on the commencement date set out in the estimate and, subject to clause 9.2, shall continue in force for an initial period of 12 months from that date and thereafter unless or until by either party giving the other not less than 2 months written notice of termination, such notice to expire at the end of the initial 12 month period or on the anniversary of the commencement Date.

9.2) This agreement may be cancelled by the Company upon the occurrence of any of the following circumstances;

a) By giving the Customer a minimum of 2 months' notice before the anniversary of the start date of this Agreement or by giving two consecutive months' notice thereafter.

b) In the event of the Customer not accepting or paying any estimate as referred to under clause 5.2 - 5.9 above

c) In the event the Customer is in breach of any of these terms and conditions.

d) In the event of the customer becoming bankrupt or having a winding up order placed against them, or passing a resolution for voluntary winding up or having a receiver or similar officer appointed.

10) AGREEMENT ACCEPTANCE & COMMENCEMENT

10.1) This agreement shall not become valid until it is signed by the customer and by the Company.

10.2) If this agreement is not entered into at the time of the installation of the equipment the Company reserves the right to inspect and test the equipment prior to accepting the agreement. This inspection may be chargeable to the Customer and payable prior to agreement commencement.

10.3) If after such inspection the Company considers remedial work other than routine service/maintenance is required this will be quoted for and this agreement will not commence until the work has been completed.

10.4) The agreement will be effective and binding from the date of the signatures of both parties and will remain in force for a minimum of 12 months from the date of the installation or system take over. The agreement shall continue for further 12 month periods and consent to this by both parties shall be on the part of the Company, by sending to the customer, an invoice covering a further 12 month period of maintenance in advance.

11) FIRE SHUTTERS

11.1) Where any door is classified as a 'fire break' shutter the Customer is reminded of there on going responsibility to test the operation of this device. This should occur weekly. Such routine testing will be excluded see clause 3.10.

11.2) The Company will undertake fire shutter testing as part of services carried out according to Schedule 1 and 2. Please refer to Clause 3.

11.3) The Customer should also ensure that any necessary certificates or statements of compliance with any standards current should be obtained from the original manufacturer/supplier and held on file. This shall not be the responsibility of the Company except where the Company have supplied the Equipment.

12) 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.

13) EMERGENCY CALL OUTS

13.1) Emergency call outs do not form part of this agreement. The Company reserves the right to charge for emergency work at the prevailing rate.

13.2) Emergency call outs shall be deemed to be outside the normal working hours (see 12).

14) GENERAL

14.1) Where any goods or materials are supplied by the Company to the Customer then the Terms and Conditions of Sale shall be incorporated into these Terms and Conditions.

14.2) The benefit of this Agreement is not assignable or transferable by the Customer in whole or in part except with the written permission of the Company.

14.3) 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.

14.4) 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.

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

14.6) 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 Terms and Conditions will be the only Terms governing the Agreement.

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

15) 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.

16) APPLICABLE LAW

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