

FULL TERMS & CONDITIONS

1. DEFINITIONS AND LAW

The complete contract is made up of these terms and conditions, and the attached quotation and covering letter and together they are hereinafter referred to as the "**Contract**".

The hired item(s) are those stated in quotation and all replacements of the equipment together hereinafter referred to as the "**Equipment**".

The "**Hirer**" is the person, firm, partnership, company, corporation or public authority taking the Supplier's Equipment on hire as indicated on the quotation. The Hirer shall notify the Supplier within 14 days in advance of any change in its business address, trading name or alternative billing address from that stated in the quotation. The "**parties**" to the Contract are the Supplier of the Equipment (or its successor and assigns) and the Hirer named in the quotation.

The "**Site**" shall mean the site or premises where the Equipment will be installed as detailed in the quotation.

The "**Supplier**" is Scaff Security Alarms Ltd and includes its successors and assigns the "**Commencement Date**" is the date of the installation of the Equipment.

This Contract shall be governed by and construed in accordance with the laws of England and Wales.

2. BASIS OF CHARGING

The Hirer will pay all charges stated in the quotation in full without set off, with such payment to be made by BACS or Cheque to an account nominated by the Supplier.

All installation & hire charges are exclusive of VAT which shall be charged at the appropriate rate.

Hire charges will be invoiced monthly with payment due 30 days from the date of the invoice.

Hire charges will commence from the date of first installation and will continue during the period of hire until the Equipment is restored to the Supplier in a clean and serviceable condition against the Supplier's receipt.

The Supplier shall charge an installation charge and a removal charge in relation to the installation and removal of the Equipment. Such charges shall be set out in the quotation and shall be payable within 30 days of the date of any such invoice.

All time is chargeable, including Saturdays, Sundays, Bank Holidays etc. All charges are payable when stated on an invoice. If payment is not paid on the due date the Supplier shall be entitled to interest on the amount that is overdue at the rate of 2.5% per month calculated on a day to day basis. This shall be without prejudice to any other rights or remedies of the Supplier. Any legal charges incurred in the recovery of money or Equipment will be paid for by the Hirer. In respect of any sums payable under the Contract time shall be of the essence.

This Contract is a rolling daily hire agreement and should the Hirer wish to give notice to terminate this Contract it can only do so by giving the Supplier not less than 24 hours' notice in writing.

Prices quoted or set out in the quotation shall be increased where before delivery Equipment becomes subject to Customs duty VAT or other surcharge under any act of parliament or regulation.

Providing the Supplier has given the Hirer at least three months written notice of any change to the prices set out in the quotation, the Supplier may review and vary the charges referred to in the quotation with effect from the next payment date.

If the Hirer requests a site visit by the Supplier's engineer for any reason other than for the installation, removal, scheduled maintenance or faults occurring due to failure of the Equipment, it is chargeable, and an official order number must be provided.

Site Visits will be charged (Within an 80 mile radius of the suppliers head office) at £80 for the first hour or part hour then £50 per hour or part hour thereafter + £50 per hour or part hour for each additional engineer. Additional charges will incur for site visits exceeding the stated radius, Weekend & Bank Holiday call out visits.

The Hirer shall bear the cost of any work required to the Equipment as a result of an act of God or nature, fire, dampness, accident, misuse, vandalism, operator error or neglect of the Equipment. The cost will be in accordance with the Supplier's daily rates. Any items of equipment that need to be replaced in whole or in part will be charged according to the retail price list provided by Scaff Security Alarms Ltd.

Please note all accounts beyond our credit terms will be passed to our debt collection agency, Sinclair Goldberg Price Ltd. All accounts will then, without exception, be subject to a surcharge of 15% plus vat on Limited Company/ Public Sector Body debts & 20% plus vat on Consumer/ Non-Limited Commercial debts to cover our costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement.

3. DELAY CHARGES

Where attendance of the Supplier at the Hirer's Site has been arranged to install, repair, maintain or remove Equipment, but the Supplier is unable to gain access to the Site and such delay is due to Hirer either not arriving on Site to provide access or the Supplier's access is prevented in any other way, the Supplier will charge the Hirer for an aborted site visit such charges shall be payable within 30 days of the date of any such invoice.

4. EXTENT OF CONTRACT

The Contract will come into being between the Hirer and the Supplier when the Hirer has placed an order detailing his requirements and has signed the quotation (and for the avoidance of doubt, by doing so the Hirer is agreeing to be bound by these conditions, which the Supplier accepts by delivering the Equipment to the Hirer).

5. RESPONSABILITIES OF THE HIRER AND PERSONS SIGNING

The person who accepts the quotation warrants that he or she has the authority of the Hirer to make this Contract on the Hirer's behalf and hereby agrees to indemnify the Supplier against all losses and costs that may be incurred by the Supplier if this is not so. Where any person who is employed by the Hirer signs the Contract on behalf of the Hirer or purports to accept delivery of the Equipment on behalf of the Hirer, the Hirer shall be bound by this Contract.

On the day of installation of the Equipment, the Supplier shall show a representative of the Hirer, how to use the Equipment. The Hirer agrees to appoint a representative for such purpose and to ensure that the representative attends the Site on the date of the installation of the Equipment. The Hirer agrees to inform the Supplier in writing of the name of such representative prior to the installation of the Equipment.

Basic instructions to arm and disarm the Equipment and the Supplier's emergency contact details will be supplied with the Equipment and affixed to the entry / exit keypad.

By accepting the installation of the Equipment, the Hirer is acknowledging that its representative has been instructed in the safe and proper operation of the Equipment.

The Hirer hereby undertakes to ensure that no one misuses or removes the Equipment from the Site.

6. SIGNATURE FOR RECEIPT OF EQUIPMENT

Upon completion of installation the hirers representative will be required to sign a handover sheet, a copy of which will be left with the hirer's representative detailing all necessary information and a list of all equipment installed.

7. RESPONSABILITY OF HIRER OR THEIR REPRESENTATIVE

The Hirer's responsibility for the Equipment commences on the installation of the Equipment and ends when the Supplier is in possession of all removed Equipment.

The Hirer will not sell, pledge, charge, assign or otherwise deal with the Equipment or any part thereof or part with the possession of the same or remove or permit to be removed from the Hirer's possession or Site.

The Hirer shall at all times and in all respects indemnify the Supplier against and from any and every expense, liability, financial loss, claim or proceedings whatsoever in respect of any personal injury whatsoever (including but without prejudice to the generality of the foregoing, injury to the Hirer and injury to any servant, employee or agent of the Hirer) and in respect of damage to or loss of any property whatsoever (including the Equipment indemnity as determined by condition 11) arising out of or in connection with or consequent upon the hire delivery use misuse non-use repossession collection return or non-return of the Equipment or any part thereof or any breach by the Hirer of the Contract. This sub clause shall not apply in the case of a person dealing as a consumer as defined by the Unfair Contracts Terms Act 1977 where the expense, liability, financial loss or claim or proceedings or damage or loss of any property aforesaid results from the breach of contract or the negligence of the Supplier.

The Supplier may affix plates marks or labels to the Equipment which must not be tampered with. Any labels affixed by the Hirer must be removed prior to the return to the Supplier, failure to remove these labels may result in a charge being levied.

The Hirer shall report each and every defect, loss of or damage to the Equipment forthwith in writing to the Supplier.

The Hirer will advise the Supplier of any change in the structure or layout of the Site in which the Equipment is being used including when any unoccupied Site becomes occupied.

The Hirer shall not adjust, tamper, alter or interfere in any way whatsoever with the Equipment nor allow or permit any third party to adjust, tamper or alter or interfere with the Equipment in any way whatsoever. Any interference, adjusting or tampering with the Equipment by the Hirer or any third party will invalidate any guarantee that may be offered by the Supplier. If the Equipment is damaged or needs inspecting or adjusting as a result of any breach of this clause, the Hirer shall pay for the Supplier's engineer to attend, inspect and if necessary, adjust, repair or replace the Equipment. The cost of the attendance of the Supplier's engineer will be charged at the Supplier's standard rate at that time. Such charges shall be payable within 30 days of the date of any such invoice.

The Hirer shall always comply with the instructions of the Supplier and shall use and operate the Equipment with reasonable care and in a manner to preserve proper and efficient working and in a manner so as to avoid causing false alarms by carless actions.

The hirer shall provide the names and contact numbers of at least one key holder (preferably three). Each of the named key holders shall be reachable via telephone 24 hours a day 7 days a week.

.

The Hirer is not permitted to assign, charge or transfer this Contract or any of its rights or obligations under it without the Supplier's prior consent.

The Supplier shall not be obliged to accept the return of Equipment outside of its normal working hours.

8. MAINTENANCE OF EQUIPMENT AND BREAKDOWN PROCEDURES

The Hirer shall keep himself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown, damage or any unsatisfactory working of Equipment must be immediately notified to the Supplier. Under no circumstances shall the Hirer repair or attempt to repair the Equipment unless authorised by the Supplier. Such Equipment may be repaired by the Supplier, but the Hirer agrees to pay the Supplier the cost of any such repair (unless the breakdown is caused by the Equipment supplied by the Supplier having been faulty) within 30 days from the date of an invoice from the Supplier to the Hirer for such repairs. The Supplier shall be under no obligation to carry out any repairs to the Equipment where the rental charge is not up to date.

9. REMOVAL OF EQUIPMENT

Removal of equipment by the hirer or any other third parties are not permitted unless a prior agreement has been reached. Any loss or damages incurred with the unauthorised removal of the equipment will be charged direct to the client.

10. CONSEQUENTIAL AND OTHER LOSSES

The Supplier does not hire or supply the Equipment with any representation concerning the condition or warranty express or to be implied by statute, description, at common law or otherwise and all such representations, conditions and warranties whether relating to the capacity, age, quality, description, condition, leasing, possession, suitability of fitness of the Equipment for a particular purpose are excluded to the fullest extent permitted by law.

The Supplier shall not be liable to the Hirer:

- (a) in contract or tort or for loss or injury of damage arising by reason of any defects in the Equipment whether such defects are latent or apparent on examination (other than liability for death or personal injury arising from the negligence of the Supplier);
- (b) for any statement, condition, warranty or representation made by any supplier, dealer, agent, broker or other person through whom this transaction may have been introduced, negotiated or conducted and persons other than those in the employ of the Supplier have no authority express or implied to act as agent for the Supplier;
- (c) for any loss or damage incurred or sustained by the Hirer in consequence of the Supplier terminating the Contract and retaking possession of the Equipment; or
- (d) for any consequential loss to the Hirer including any expense, liability, loss claim, or proceedings whatsoever caused by or arising out of late delivery, on delivery, unsuitability, system malfunction or lawful repossession of the Equipment or any part thereof or any breakdown or stoppage of same. Nothing in this clause shall affect the statutory rights of a person dealing as a consumer as defined in the Unfair Contract Terms Act 1977.

The total liability of the Supplier (whether in contract, tort or otherwise) arising out of or in connection with this Contract shall in each year commencing on the Commencement Date and on each anniversary thereof, not in the aggregate exceed the amount payable by the Hirer under this Contract during such year.

Without prejudice to the generality of the foregoing the Supplier shall not be liable to the Hirer for any loss or liability arising by virtue of an act of God, damage or destruction due to natural causes, floods, fires, explosions or breakdown of machinery, strikes or war or national or international emergency.

Nothing in this Contract shall limit the liability of the Supplier for fraud or in respect of death or personal injury caused by its negligence.

11. INDEMNITY FOR LOST, STOLEN OR DAMAGED EQUIPMENT

The Hirer agrees either to insure the Equipment against loss, theft or damage beyond economic repair on a "new for old" basis or alternatively indemnify the Supplier in a similar amount. All monies received by the Hirer from an insurance company or from any other source in settlement of such claims shall be held in trust by the Hirer and paid to the Supplier on demand. The Hirer shall not compromise any claim without the express consent of the Supplier.

12. NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT

- (i) The Hirer accepts full responsibility for the care and safekeeping and return in good order of the Equipment.
- (ii) The Hirer will pay to the Supplier all costs incurred by the Supplier in rectifying the condition of and Equipment returned damaged or unclean. Additionally, the Hirer will pay to the Supplier a charge equating to the financial loss to the Supplier until such rectification is complete.
- (iii) In the case of Equipment which is lost or stolen or damaged beyond economic repair the Hirer shall in all cases meet the Hirer's obligations under condition 11, in any case where the loss, theft or damage aforesaid results from any breach of contract or negligence on the part of the Hirer, the Hirer accepts liability to pay for all financial loss to the Supplier until the indemnity referred to in condition 11 is paid. The Hirer's liability under this condition shall be without prejudice to any other rights of the Supplier.

13. DETERMINATION OF HIRE

The Supplier shall be entitled to terminate this Contract (such termination to be effective immediately) and to repossess the Equipment or any part thereof at any time if:

1. the Hirer is in breach of this Contract
2. if there is a change of control of the Hirer (as defined in the Corporation Taxes Act 2010);
3. where the Hirer dies or becomes insolvent, a bankruptcy or winding up petition is issued or where the Hirer ceases to trade or being a company or partnership is dissolved;
4. if the Hirer shall abandon the Equipment;
5. if the Hirer does not pay any invoice on any due date for payment
6. it has given the Hirer one month's written notice at any time.

Such termination shall be without prejudice to any rights of the Supplier to recover any sum due or to repossess the Equipment. If this Contract shall be terminated by virtue of any of conditions 13 (i) (ii) or (iii) or (iv) or (v), the Hirer shall pay to the Supplier any monies due and as liquidated damages any monies which should have been paid by the Hirer in the period between termination and 30 days from the termination date (the Hirer agrees that this represents a genuine pre estimate of the Supplier's loss) and all expenses and costs incurred by the Supplier in retaining possession of the Equipment and in enforcing its rights under this Contract. The Supplier shall be permitted to deduct any sums due from any deposit paid to the Supplier for or on behalf of the Hirer.

The Hirer shall at all times and in all respects, indemnify the Supplier against and from any and every expense, liability, financial loss, claim or proceedings whatsoever in respect of any damage or loss to the Hirer or any third party resulting from the exercise by the Supplier of its rights herein.

14. RIGHTS OF ACCESS

The Equipment shall remain at all times the property of the Supplier and the Hirer acknowledges that the Equipment is supplied to the Hirer on a rental only basis without any option for its purchase (unless otherwise expressly stated in the quotation). The Hirer hereby unconditionally and irrevocably authorises the Supplier (upon production of this Contract) to enter upon any Site wherein the Supplier reasonably believes any Equipment or any part thereof to be and if, and in so far as, the Supplier in its absolute discretion deems necessary, to inspect, test, repair, replace or repossess the same.

15. RIGHTS RESERVED

Any failure by the Supplier to enforce any or all of these conditions shall not be construed as a waiver of any or all of the Supplier's rights hereunder. The Supplier shall be entitled to assign all or any of its right in the Contract and to perform any of its obligations through nominated sub-contractors.

16. SEPARATE TERM VALIDITY

Should any term in this Contract be held to be invalid or unenforceable such invalidation or unenforceability will not affect the validity of the remaining terms.

17. TERMS OF CONTRACT

These conditions have effect in substitution for and to the exclusion of any conditions put forward by the Hirer and the Hirer confirms that in entering into this Contract the Hirer places no reliance upon any representation other than those expressed in this Contract.

18. DATA PROTECTION

The Hirer agrees that any personal data (as defined in the Data Protection Act 1998) provided to the Supplier in relation to this Contract or its application to hire any equipment from the Supplier, may be processed by the Supplier for the purpose of administering and providing services connected to this Contract or promoting other Supplier services or products to the Hirer. The Hirer warrants that it and all employees, consultants and agents acting on behalf of the Hirer and all their data subjects whose data is processed by the Supplier for these purposes have given their express consent to the processing of their personal data to the Hirer. Each party shall comply with the Data Protection Act 1998.

The Hirer agrees that the Supplier can take photographic evidence of any equipment or works both prior to, during and after the contract's completion and hold that data for a period of 24 months.

The Supplier agrees only to use the Hirer's data for the purpose of supplying the Goods requested.

Other than for the purpose of guarantees, the Supplier will request that all 3rd parties delete the Hirer's data after the completion of the contract plus 24 months.

The Hirer agrees that the Supplier can retain their data for a period of 6 years to allow for the provision of guarantees and future matching/sourcing/replacement requirements.

The Hirer agrees that the Supplier can send marketing emails and offers periodically only if the Hirer is either a Limited company or an individual trading as a company.