

TERMS AND CONDITIONS

1. DEFINITIONS

“**The Annual Payment Date**” means the first day of the month in which the Equipment is installed.

“**The Equipment**” means all the items shown on the specification (including any items which for technical reasons may remain in the ownership of any other person.)

“**The Installation Date**” means the date upon which the company completes the installation of the equipment and supplies the keys or code to the owner (whether or not any further work by British Telecom or anyone else remains outstanding).

“**The Service Charge**” means the cost of servicing the Equipment in the manner agreed.

“**The Serviced Level**” means the level of service chosen by the Owner and recorded herein.

“**The Specification**” means the attached specification and any amendment.

2. INSTALLATION

The Company will sell and the Owner will buy the Equipment. The Company will endeavour to install the Equipment at the Owner's premises on an agreed date or if none then within a reasonable time, but the Company will not be liable for any delay in the installation of the Equipment howsoever caused.

3. SERVICE

The Company will provide the following level of service as selected by the owner:

Level 1: The Company will visit the Owner's premises approximately annually, will service the Equipment and will rectify any faults and will charge the cost of any parts and labour required. Any further visits during the course of the year will be charged at the Company's normal rate.

Level 2: The Company will visit the Owner's premises approximately annually and on other occasions as the Owner may reasonably require and will service the Equipment and remedy any defects without any further payment by the Owner whether for parts or labour.

Note 1: For all levels of service the Company will operate a 24-hour emergency callout, the cost of which will be in accordance of the level of service chosen.

Note 2: The cover provided by the Company shall not apply where the Equipment is damaged by the Owner, the Owner's agent or by anyone visiting the Owner; by lightning, flood, fire, storm, tempest or other acts of God; acts of war, civil commotion, riot, vandalism, terrorism; rodents or other animals, spider or insect infestation; mains power failure, telephone network failure or anything outside the control of The Company.

Note 3: Remote resets should be chargeable at all times to service Level 1 customers.

Note 4: Remote resets should be chargeable for mis-operation of the system only for service Level 2 customers.

4. PAYMENT

4.1 The Owner will pay for the Equipment or service in full on or before the Installation Date.

4.2 The Owner will pay the Service Charge on or before the Annual Payment Date.

4.3 The Service Charge will be fixed for the first year of this Agreement and thereafter may be increased by not less than two weeks' notice in writing by the Company to the Owner.

4.4 Interest shall be payable at the rate of 25% per month over the base rate of Barclays Bank plc on any sums which have not been paid by the relevant date.

4.5 The Owner will pay for such visits and adjustments to or replacement of the Equipment as the Company may reasonably certify to be necessary to comply with the Law or prevailing practice relating to shut down procedures, decibel levels and noise pollution.

4.6 The Company will at all times own the equipment installed and if the Owner fails to pay the Service Charge when due the Company will be entitled to suspend any further services + until such payment is made in full.

4.7 All prices shown are subject to VAT at the standard rate

5. OWNER'S RIGHTS AND OBLIGATIONS

The Owner will:

5.1 Obtain at their own expense all consents and approvals (if any) for the installation of the Equipment.

5.2 Pay for all electricity required for the installation and operation of the Equipment.

5.3 Operate Equipment with all reasonable care.

5.4 Give the Company 14 days written notice of any changes in his address, his business or trading name, or of any proposed alterations to the premises or (in relation to space alarms) of any alterations to the structure or layout of the premises or its fittings or of any major movements thereof.

5.5 Not to alter, modify or move the Equipment or allow any persons other than the Company or its authorised representatives to repair the Equipment.

5.6 Give the Company or the persons authorised by the company all necessary access to the premises and to such facilities to allow the Company to perform its obligations under this Agreement including access for the purpose of inspecting, adjusting and replacing the Equipment to comply with the prevailing law and practice relating to shut down procedures, decibel levels and noise pollution.

5.7 Give the Company immediate notice (confirmed in writing) of any fault in or repairs necessary to the Equipment. Insure and maintain insurance in respect of the premises and the Equipment.

5.8 Pay for any re-instatement or re-decoration of the premises made necessary by the installation maintenance alteration or removal of the Equipment.

5.9 Make all necessary payments and arrangements with British Telecom and/or such other bodies as may be required for the operation of the Equipment.

6. THE COMPANY'S OBLIGATIONS

6.1 The Company will install the Equipment and commission it.

6.2 The Company will be liable for death or any personal injury resulting from its negligence and will be liable for direct and foreseeable loss or damage to the purchaser's property resulting from the Company's negligence up to a maximum sum equal to the Service Charge for the current year.

6.3 The Company will endeavour to ensure that the Equipment has the necessary "shut down" procedure to comply with the law or practice from time to time prevailing.

7. EXCLUSION OF LIABILITY

The Owner acknowledges that save for the Specification and any other terms agreed in writing, the Company has made no warranty or representation to the Owner and that consequently (except as provided above) the Company shall be under no liability whatsoever to the Owner howsoever arising out of or in connection with this agreement or the Equipment.

8. TERMINATION

This Agreement will terminate:

- i) on one month's notice in writing to the Company, via Royal Mail Recorded Delivery by the owner or their authorised representative to the Company and given not less than one month prior to the renewal anniversary date of this agreement.
- ii) if the Owner is in breach of these conditions of this Agreement and does not remedy such breach or breaches as soon as may reasonably be practicable upon being given notice of the same, by the Company giving 7 days written notice to the Owner.
- iii) in the event that the Owner commits substantial breach of this Agreement or if the premises are destroyed or damaged to the extent that the Owner is unable to use them or the Company is not able to perform its obligations hereunder in which case this agreement shall be terminated immediately but in any such event no refund shall be due by the Company to the Owner and the termination shall not prejudice the Company's right to claim any payment or all or any part of the Equipment which may be due to it by the Owner.
- iiii) ShieldFS have a very high standard for safety. When the DHF or Gatesafe release updates for gate safety if the client does not wish to upgrade the system to stay safe and upto date ShieldFS have the right to cancel all contracts without a refund been offered. *Admin Charges may be incurred cancelling a contract.
- iiiii) A maintenance contract is a documented agreement that is signed by both parties, if no paperwork exists then either party have the right to cancel any agreements that were put in place without financial penalty to the company, no refunds will be given on services or products upon cancellation by either party.

9. GENERAL

9.1 This Agreement constitutes the entire Agreement between the Parties and any variation must be in writing and attached hereto and initialled by the Parties.

9.2 The Company will be entitled to assign sub-contract this Agreement or any part.

9.3 If the Company shall not on any occasion exercise its rights in full this shall not be construed as any waiver by the Company of its rights, which will remain in force.

9.4 Where appropriate, the singular includes the plural and vice versa and one gender includes another.

9.5 If any word phrase, clause or sentence shall offend any rule of law then this Agreement shall be construed by substituting for such word phrase or clause such other language as may be necessary to give the closest possible (but legally valid) meaning to the original and the rest of this Agreement shall remain in full force and affect.

9.6 This Agreement is subject to English Law.

9.7 "DDNS subscription" the DDNS subscription is a product that is bought as a yearly option, this will be removed upon cancellation and is not transferable to another party. ShieldFS have the right to cancel this service at any time without financial penalty on their behalf.

10. WARNING

Many insurance companies require security systems to be fully functioning and regularly serviced. The Company cannot know what arrangements any Owner may have made for contents or other insurance. The Company would therefore like to draw the attention of the Owner that any breach by the Owner of the conditions of this Agreement may perhaps result in the Owners insurance arrangements being jeopardised and quite possibly insurance cover being withdrawn

11. PROPERTY AND RISK

Ownership of the Goods remains with the Company and will not pass to the Customer until the earlier of the following events:

- a) The Company is paid for all the goods and no other amounts are owed by the customer to the Company in respect of other goods supplied by the company, or
- b) The Goods are permanently incorporated into other goods, or
- c) The Goods are subjected to a manufacturing or construction process.

12. Force Majeure

ShieldFS will not be liable to include the costs of any parts or labour included in an annual maintenance due to Force Majeure, this is including but not limited to events beyond ShieldFS reasonable control such as acts of god, terrorism, accidental damage, vandalism.

If upon one of these events all material and labour charges will be charged at the companies standard rate depending on your service contract level.

01/01/2019

V2.0