

Safe Estates Services Ltd - Terms and Conditions

1. Definitions

1.1. The 'Company' means Safe Estates Services Limited. The 'Client' means the person, association or company to be supplied with goods or services by the Company. 'Products' means any goods or services provided by the Company or its subcontractors to the Client and includes 'Equipment' which means security doors, screens and alarms and other materials, 'Hired Equipment' which means Equipment supplied on hire, 'Sale Equipment' which means Equipment to be sold, 'Services' means any services provided by the Company on a recurring or single event basis, 'Hire' means the provision by the Company to the Client of Hired Equipment or Services. 'Site' means the location at which the Equipment is installed or the Services are provided by the Company.

2. Orders for Hired Equipment or recurring Services

2.1. The Hire of Hired Equipment starts at the commencement of installation of the Equipment by the Company following receipt by the Company of a written or verbal order from the Client. All replacements and additions to the Hired Equipment shall also be subject to the terms and conditions set forth herein. The charges for recurring Services commence on the first provision of the Services.

2.2. To terminate the Hire of the Hired Equipment or the provision of the Service, the Client must request the Company to remove the Hired Equipment from Client's site or terminate the Service by a verbal or written request. The Company will, at the Client's request, provide the Client with a Termination Reference Number to verify receipt of the removal instruction.

2.3. The Company accepts no responsibility for inaccuracies or misunderstandings arising through orders, instructions or information given to them by telephone by the Client, its employees or agents.

2.4. Any time and dates notified to the Client for delivery, installation, maintenance/service and/or removal of the Equipment or for the provision of the Services are estimates only and time shall not be of the essence in respect of any such activities. The Company accepts no duty to the Client or any liability for its failure to carry out any such activities on or by any particular time or date.

3. Term

3.1. The Hire or charge for recurring Services shall remain in effect until the later of (a) the date specified on the written order or (b) the date the Hired Equipment is returned to or collected by the Company or the Service is ceased or (c) if the Client fails to pay any amounts due for the Hired Equipment the date the Hired Equipment is removed by the Company or the Service is ceased under provision 7 below. The expiration or termination of the Hire or Services shall not affect Client's obligations hereunder.

4. Charges

4.1. The Client shall pay the rental and other charges for the Equipment and Services in the amounts and on the dates agreed. Rental rates and charges as supplied by the Company are deemed to have been accepted by the Client upon commencement of the Hire or Services unless otherwise agreed in writing.

4.2. Orders that are cancelled by the Client without one working day's notice or that cannot be completed through no fault of the Company will be subject to a cancellation charge.

4.3. If the Company's staff are required to wait on Site by the Client a fee may be charged to the Client by the Company.

4.4. Where more than one dwelling is situated in a building, charges are levied on the individual dwellings therein.

4.5. When the Equipment is removed from the site by the Company for whatever reason the balance of the minimum rental period becomes payable and the Hire contract is deemed to be terminated.

4.6. Where the Client does not have an agreed credit account with the Company and fails to pay in advance for any Products or whose direct debit, cheque or credit card offered for such payment is rejected then the Company may recover the Products without any notice, in the case of Hired Equipment at the end of the period that the Hire of the Equipment has been paid for.

5. Payment Terms

5.1. Time for payment shall be the essence of this agreement. All prices quoted are net and are subject to VAT at the appropriate rate. Unless otherwise agreed in writing with the Company, all invoices are due for payment within the period specified in the quotation if any, or otherwise within 7 days of the invoice date.

5.2. In the event that any payment becomes overdue and all other invoices submitted by the Company to the Client shall immediately become due and payable. Without prejudice to any other rights of the Company if the Client fails to pay the invoice price in full by the due date it shall pay interest to the Company on any overdue amount from the date on which payment was due to that on which it is made (whether before or after judgement) to accrue on a daily basis at a rate of 5% per annum over the Bank of England Base Rate, subject to a minimum of 14% per annum and shall reimburse the Company all costs and expenses (including but not limited to legal costs) incurred in the collection of any overdue amount. If a cheque is returned to the Company by the Client's bank for non-sufficient funds a charge of £25 will be made.

6. Insurance and Risk

6.1. The Client is responsible for the safe custody of all Hired Equipment.

6.2. Hire charges for any lost or stolen Hired Equipment shall be due and payable up to and including the day on which such loss or theft is fully compensated by the Client. The Company reserves the right to inspect the Equipment.

7. Default and Remedies.

7.1. All Hired Equipment remains the property of the Company. The following shall constitute an Event of Default under this Hire: (a) any hire and/or installation charges and/or damaged or lost equipment charges payable under these terms are in arrears for more than forty eight hours; b) Client fails to perform an affirmative, non-monetary covenant contained in this Hire; (c) Client become insolvent, unable to pay its debts as they become due or any case or proceeding under any bankruptcy or insolvency law is commenced with respect to the Client; (d) the Equipment or any amounts due hereunder become the subject of a lien or other such encumbrance; or (e) the Client violates any other terms or conditions contained herein or on any order.

7.2. If any such Event of Default occurs, the Company may terminate the Hire after giving the Client twenty- four hours notice verbally or in writing

(no notice period will be given as per Clause 3 for non account holders here payment has not been made) and thereupon, the Company shall have the right using all reasonable means to enter any premises on which the Equipment may be located and retake possession thereof without any liability to the Company for such forcible entry or for damage to property resulting at the time or thereafter from the removal of Hired Equipment. Any failure of the Company to enforce its rights under these terms shall not be considered a waiver of those rights by the Company.

7.3. The Client acknowledges that by this provision 7 the Client: (a) gives the Company the right to enter the premises for these purposes and (b) accepts full responsibility for the security of the premises thereafter.

8. Site or Location.

8.1. The Client, its employees, contractors or agents shall not under any circumstances move, take down, relocate, dismantle or refit any or all of the Hired Equipment at any time. All such actions must be performed by the Company upon request by Client and is subject to the Company's charges. Any violation of this clause by Client, its employees, contractors or agents shall release the Company from all warranties provided herein.

9. Forced Entry.

9.1. The Company or others retained by the Company may be required to force entry to the Client's property to carry out the Company's obligations or exercise its rights. The Company shall not be liable for consequences of such forced entry including without limitation any damage to property or glass breakage resulting from such forced entry.

10. Damage to Clients Property.

10.1. The Company shall not accept nor be liable for any damage or costs arising from damage caused to the Clients property during the installation and removal of the Company's equipment or the performance/provision of the Services howsoever caused. Such damage shall include without limitation any broken glass, fixtures and fittings and decoration.

11. Sublet

11.1. The Client shall not sublet the Hired Equipment or transfer this Hire or the equipment to a third party without the written permission of the Company in which the Client indemnifies the Company against all claims, charges, liabilities and obligations arising from such subletting or transfer.

12. Warranties.

12.1. The Company will take reasonable steps to ensure that the Equipment is in working condition as of the date of its delivery to the Client. Nevertheless, the Client is responsible for inspecting the Equipment and satisfying itself as to its fitness for the particular purpose in which it is employed. Any defects which arise subsequent to delivery will be rectified by the Company within one working day following notification if practicable. Where provision 6.1 applies the Client will be liable for any costs. The company makes no warranties, either expressed or implied, as to the merchantability or fitness for particular purpose of the Products other than those contained herein. The Client agrees that that the Company is not liable for any failure of the Equipment or Services resulting in loss damage or injury direct or indirect from defective material faulty workmanship or otherwise howsoever arising and whether or not caused by negligence.

12.2. Where the Company or its contractors are to provide a response service to alarm activations, it may provide an indicative average response time. This is for illustration purposes only and the Company does not warrant or provide any guarantees whatsoever that the quoted average response time will be achieved. Whilst the Company will endeavour to achieve the average response time no liability whatsoever, however arising, can be accepted for losses incurred through failure to meet the target average response time.

12.3. The Client warrants that it is the owner, or the authorised agent of the owner, of any Site at which it instructs the Company to provide the Products. The Client further warrants that the Site will not be occupied at the time at which the Company has been instructed to provide the Products or that if the property is occupied at that time that the occupier(s) have no objection to the provision by the Company of the Products at the Site.

12.4 The Client warrants that it has effected insurance for all risks arising under this agreement.

13. Force Majeure.

13.1. In the event of strike, lockout, fire, breakdown of machinery, or any other unforeseen cause of delay, deliveries or collections of the Hired Equipment may be postponed until they again become possible. Such postponement shall not give rise to any claims against the Company for breach of contract or otherwise, nor shall it entitle the Client to cancel the Hire.

14. Notices.

14.1. Written notice shall be deemed received when deposited in the Royal Mail or other authorised mail carrier, addressed to the Client at its invoice address or to the Company at its head office. Any other form of communication whether in person, by fax, by email, by telephone or by the leaving of a voice mail or answering machine message etc shall not be regarded as "written notice".

15. Governing Law.

15.1. The terms herein shall be governed by and construed in accordance with English law. The headings of conditions are for convenience of reference only and shall not affect their interpretation. If at any time any term of provision of these conditions shall be held illegal, invalid or unenforceable, in whole or in part under any rule of law or enactment such term or provision or part shall to that extent be deemed not to form part of the agreement, but that the remainder of the agreement shall be affected.

16. Applicability.

16.1. Unless otherwise agreed by the Company in writing, the above Terms and Conditions shall apply to all orders - actual and future - placed with the Company. Any stipulations or conditions in a Client's order form which would qualify or negate the same shall be deemed to be inapplicable to any order placed with Company unless expressly agreed to in writing by the Company. The execution of a Client's order form by the Company shall not be deemed acceptance of such terms. All Hired Equipment and Services are subject to the above terms and conditions and acceptance of Hired Equipment or Services means automatic acceptance of the Terms and Conditions contained herein and in the Company's quotation if any to the Client.