

## **TERMS OF BUSINESS AND CONDITIONS**



1. In these conditions ASAS is referred to as "the Company" and any company, person or firm dealing with the Company is referred to as "the Customer".

### **2. CONDITIONS**

These conditions shall be the sole terms (other than those implied by statute) governing the agreement and no representation or warranty shall bind the Company, nor any statement made by or on behalf of the Company shall vary the conditions unless the representation warranty or statement is in writing and signed by an officer of the Company. Any conditions of business of the Customer shall not form part of this agreement unless expressly accepted in writing by the Company. The placing of the order by the Customer is deemed to be acceptance of these conditions and that they override any of the customer conditions of business.

### **3. PRICES**

Any agreement to maintain prices for a specified period shall not be binding upon the Company unless made in writing by a director of the Company.

### **4. CUSTOMER'S OBLIGATIONS**

The Customer shall:-

- a) If applicable pay the relevant or ongoing Utility, BT, GSM or other Carrier Connection charges.
- b) Obtain and pay for necessary consents for the carrying out of the work.
- c) Use and operate the System with reasonable care to ensure its proper and efficient operation, and shall not adjust, repair or interfere in any way with the System or any part thereof.
- d) Indemnify and keep indemnified the Company against all losses and claims against the company for any injuries or damages to any person or property whatsoever which may arise as a result of any negligence, breach of duty or other wrongful act or omission of the Customer.

### **5. COMPANY'S LIABILITY**

- a) The Company acknowledges liability in respect of death or personal injury arising from its negligence.
- b) The Company's aggregate liability (other than for death or personal injury referred to in (a) above) for claims arising out of or in connection with the performance of this Agreement (whether in respect of its negligence or other act, omission or breach of contract) shall in no circumstances exceed twenty times the amount of the Annual Charge payable in respect of the year during which such claim shall accrue.
- c) The Company shall have no liability in respect of claims for indirect or consequential loss arising out of its negligence, breach of contract, or other act or omission.
- d) References in this Clause to the negligence of the Company shall be construed in accordance with section 1 of the Unfair Contract Terms Act 1977.

PLEASE NOTE where the Customer deals with the Company as a consumer (as defined in Section 12 of the Unfair Contract Terms Act 1977), the provisions of this clause do not and will not affect his statutory rights.

### **6. FORCE MAJEURE**

The company shall not be liable for delay in performing its obligations or for failure to perform its obligations if the delay or failure results from any event beyond its control including, not limited to, Act of God, war, invasion, hostilities, civil war, riot, fire, flood, lightning, explosion, accident, industrial dispute or other force majeure.

### **7. ASSIGNMENT**

The Company may assign and transfer all or any of its rights and obligations under this agreement.

### **8. INSTALLATION**

The Company agrees to carry out the Initial Works and the Services with all reasonable skill and care subject to the terms and conditions of this Agreement. The Customer agrees that throughout the period of installation and throughout the period of maintenance of the system the Customer shall afford to the Company its servants and agents full and free access to the premises at all times to enable the Company to perform its responsibilities hereunder and the Company shall be paid an additional travelling and labour costs arising out of the Customer's failure to honour this condition. The normal hours of installation shall be from 9 am to 5 pm. Unless otherwise agreed in writing the installation shall take place within 90 days of the order date.

### **9. CANCELLATION**

In the event that the Customer cancels this agreement the Company at its discretion may deduct the cost of specialist items together with a reasonable sum as an administrative charge from the initial payment and account to the Customer with the balance. Provided always that any specialist item must be paid for in total.

### **10. TERMINATION**

Company reserves the right to terminate the contract in the event of any sum due to the Company from the customer being outstanding for a period in excess of sixty days from the date the said sums are demanded by the Company.

### **11. TITLE**

Legal and equitable ownership in the goods shall remain with the Company until full payment of the price is received.

### **12. SPECIFICATION AND TECHNICAL INFORMATION**

The Company takes reasonable care in furnishing all or any written descriptions, illustrations, specifications or other particulars in whatever form, but such information is subject to alteration without notice and no warranty is given as to its accuracy nor may it be relied upon for the purpose of the Customer's business.

### **13. CONSEQUENTIAL LOSS**

The Company shall not in any circumstances whatsoever be liable for any consequential losses arising out of improper use of the goods installed or supplied.

The Company shall not be liable for the cost of any redecoration or reinstatement or for any other damage arising from the installation alteration or maintenance or repair of the system or part thereof unless it is established that it arose from the negligence of the Company and that the damage was reasonably foreseeable and avoidable.

### **15. GUARANTEE & WARRANTY**

The Company guarantees equipment on new systems or additional equipment fitted will be guaranteed for a period of 12 months from the completion date or installation date, provided always that the equipment is used for its intended purpose and in accordance with instructions provided by the Company and the manufacturer of the equipment.

The Company does not warrant or represent that the operation of the System will be uninterrupted or error-free.

### **16. INSURANCE**

The Company recommend that the Customer keeps the system comprehensively insured against loss or damage by lightning, fire, explosion impact flood theft or other risks usually insured against.

### **17. MAINTENANCE**

#### **Fully Comprehensive Maintenance**

a) The Company will undertake that at all times, Maintenance will be carried out in accordance with the current requirements, as currently in force. The customer is required to enter into a Maintenance Agreement as scheduled overleaf from the date of completion of the agreement, and for a period of not less than 3 years or for the remaining period on the initial agreement if greater than 3 years. The Maintenance provides for routine service checks to the installed system in accordance with equipment as currently in force, and guarantees the availability of a Service Engineer during the hours of 9.00am and 5.00pm Monday to Friday.

b) The Company shall use all reasonable endeavours to rectify faults to the System for the period as scheduled overleaf. The Customer will not be charged for the cost of materials and labour so incurred except in the following circumstances: where the fault results from a collision, third party accident, or from mains power failure, or from lightning, flooding, fire or similar Acts of God; where remedial works is necessary following an error by the Customer or an unauthorised third party; a request to change the entry code or program additional users; work following physical damage to part or all of the System; replacement of obsolete equipment; or such other causes as may be stated in the System Specification.

#### **Standard Maintenance**

a) The Company will undertake that at all times, Maintenance will be carried out in accordance with current requirements, as currently in force. The customer is required to enter into a Maintenance Agreement as scheduled overleaf from the date of completion of the agreement. The Maintenance provides for routine service checks to the installed system and guarantees the availability of a Service Engineer during the hours of 9.00am and 5.00pm Monday to Friday.

b) The Company shall use all reasonable endeavours to rectify faults to the System. The Customer will be charged for the cost of materials and labour so incurred, to include the following circumstances with the exception of the conditions in clause 15: where the fault results from a collision, third party accident, or from mains power failure, or from lightning, flooding, fire or similar Acts of God; where remedial works is necessary following an error by the Customer or an unauthorised third party; a request to change the entry code or program additional users; work following physical damage to part or all of the System; replacement of obsolete equipment; or such other causes as may be stated in the System Specification.

### **18. HEALTH & SAFETY**

Health and Safety statements or assessments have been made on information provided to us by the Customer. Please inform us if you know of any potential hazards, particularly the presence of asbestos, when confirming your order. Failure to do so may result in a breach of the Health and Safety at Work Act Regulations and could lead to prosecution; therefore your co-operation is essential and greatly appreciated. Safe & correct operation of the system is the sole responsibility of the Customer.

Subject to a valid Maintenance Agreement as legislation and regulations change the Company will endeavor to keep the Customer aware of any works required in order for the system to comply. Once the Company has advised the Customer of any such requirements it is the sole responsibility of the Customer to ensure this work is carried out.

### **19. WAIVER & VARIATION**

Any time or other indulgence granted by the Company to the Customer shall not prejudice the enforcement by the Company of its remedies hereunder. The Company may vary any of the terms and conditions of this Agreement at any time upon giving not less than 28 days written notice to the Customer.

**The law that governs this contract shall be English law, both the Company and the Customer shall submit to the jurisdiction of the English courts.**