

Star Group FM Ltd

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UK Customer Terms and Conditions

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES
(Electronic Systems including CCTV, Thermal Cameras and Access Control and Fire Safety Equipment)

This terms and conditions document contain the relevant terms and conditions that apply to the supply of all goods and services by Star Group FM Limited (company number: 10742961, registered address: Strelley Hall, Main Street, Nottingham, NG8 6PE) ("we/us/our"). Any reference to we, us or our in these terms and conditions includes employees, servants, agents and/or duly authorised representatives of Star Group FM Limited.

This document is structured as follows with the provisions in each Part applying as explained:

- Part 1: Terms that apply to all contracts.

Apply to all contracts made with us whether for the supply of Equipment, Products and/or Services. In addition, one or more of the following Parts will also apply depending on (i) the method by which you are contracting with us, (ii) whether you are contracting with us on behalf of a business, and (iii) whether you are hiring Equipment, purchasing Products and/or receiving Services from us.

- Part 2: Terms that apply to hire of Equipment and the sale of Products.

Apply to all customers that place an order to hire Equipment or purchase Products.

Part 1

TERMS THAT APPLY TO ALL CONTRACTS

1. INTERPRETATION

1.1 In these conditions the following words have the following meanings:

"Charges" means our current hire charges from time to time including any charges for the Services during the Hire Period and/or any charges for the sale of the Products or supply of Services (as appropriate);

"Equipment" means the equipment detailed in the Order together as a whole and any accessories hired by you as specified in a Contract;

"Hire Period" means the period commencing when you hold the Equipment on hire and ending upon the happening of either of the following events (i) you return the Equipment to our possession; or (ii) we collect the Equipment.

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities;

"Order" means your order for Equipment, Products and/or Services which has been confirmed by us.

"Services" means the services and/or work (if any) to be performed by us for you whether in conjunction with the hire of Equipment (including any delivery, collection and installation service for the Equipment) or otherwise;

"you" means the person, firm, company or other organisation hiring the Equipment and/or purchasing the Products and/or Services.

2. BASIS OF CONTRACT

2.1 The Contract shall become binding upon placing the order either verbally or in writing with us.

3. PAYMENT

3.1 Time for payment under a Contract shall be of the essence. Payment shall not be deemed to be made until we have received cleared funds in respect of the full amount outstanding.

3.2 Without prejudice to any of our other rights, if you fail to make any payment in full on the due date we may charge you interest (both before and after judgment) on the amount unpaid at the annual statutory interest of 8% above the base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and/or to suspend the supply of further Products and/or Services to you or any of your Associated Companies.

3.3 You shall pay all sums due to us within 30 days under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

3.4 All Charges are, unless otherwise stated, exclusive of any applicable VAT.

3.5 We may increase our charges under this agreement at any time. Any such increases will be calculated using the Consumer Price Index (CPI) rate of inflation which is published by The Office for National Statistics. We may also change these terms and conditions and the services that we have agreed to provide to you.

3.6 CCTV Monitoring Services (Monday - Friday nights and 24 hours at weekends) are included in your standard charge rate. A charge of £20 per day will be applicable for any additional days required.

4. DEFAULT

4.1 If you:

4.1.1 fail to make any payment to us when due;

4.1.2 breach the terms of the Contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

4.1.3 persistently breach the terms of the Contract; then we shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in Section 4.2 below.

4.2 Upon termination of the Contract you shall immediately pay to us, in full and cleared funds, all outstanding Charges and/or any other sums payable between us and you.

Part 2

HIRE OF EQUIPMENT AND SALE OF PRODUCTS

1. PAYMENT

1.1 The amount of any Charges is detailed in the Order and are based on our then current price list.

1.2 You shall pay the Charges from the date specified in the Order and will continue paying the Charges during the Hire Period until we have given you a collection or off-hire date and you have returned the Equipment to us or we have collected the Equipment within a reasonable period after the issue of the off-hire date, and the Equipment is in a clean and serviceable condition and we have given you confirmation. All time during the Hire Period is chargeable as stated in the original order.

1.3 In the event that we are unable to deliver and install equipment due to the customers absence from the premises (along with that of any authorised representatives), or the premises are not ready for the installation, additional charges will be incurred for any necessary re-delivery/installation, charges shall be borne by the customer.

1.4 If we are unable to collect any Equipment for any reason whatsoever after an off-hire date has been issued, unless the failure is as a result of our acts or omissions the Charges shall continue to be payable in accordance with the Contract until such time as we are able to collect such Equipment.

2. RISK, OWNERSHIP AND INSURANCE

2.1 Risk in the Equipment and/or Products will pass to you immediately when the Equipment leaves our physical possession or control.

2.2 Risk in the Equipment will not pass back to us from you until the Equipment is returned to our physical possession or control.

2.3 Ownership of the Equipment remains with us at all times.

2.4 The customer must fit a combination coded padlock on the entrance gate, this will ensure that we are able to give access to Police or Security Response Services who may require access following "Out of Hours" requests to attend site.

2.5 The customer must provide a secure location to install monitoring equipment.

2.6 The customer must provide a secure perimeter fence around the premises or areas to be secured.

2.7 The customer must provide a reliable Broadband connection if required.

2.8 The customer accepts that the services we provide are intended to act as a deterrent only to any offence or damage. We do not guarantee or warrant that damage, loss, break-ins or offences will not occur.

3. LIMITATIONS OF LIABILITY

3.1 Star Group FM's aggregate liability to the Client for any loss/damage of any nature and however caused in any Contract Year in connection with an Individual Site, is limited to and will not exceed the amount paid by the Client for the Services at that Individual Site during that Contract Year; but Star Group FM's aggregate liability in connection with all Sites and all Contract Years will not exceed a maximum of £50,000.

3.2 Star Group FM will not be liable to the Client: (a) for any: economic loss; loss of profit, business, contracts, revenues or anticipated savings; loss of or damage to the Client's reputation or goodwill; indirect loss/damage; or consequential loss/damage; (b) to the extent that the value of the claim is recoverable by the Client under the terms of any insurance policy or has been or will be made good or compensated for without cost to the Client.

3.3 The limitations of liability referred to in these Terms apply to all liability including (without limitation) liability in contract, tort, negligence and liability for statements, misstatements, representations, misrepresentations and breach of statutory duty. However, nothing in these terms are intended to or will limit or exclude liability for death or personal injury arising from a person's negligence or any other liability beyond the extent to which it can lawfully be limited or excluded.

4. USE & CARE OF EQUIPMENT

4.1 You shall not deface or remove any labels from and/or interfere with the Equipment, their working mechanisms or any other parts of them;

4.2 You shall notify us immediately and in any event within two business days after any breakdown, loss and/or damage to the Equipment;

4.3 You shall take adequate and proper measures to protect the Equipment from theft, damage and/or other risks;

4.4 It is the client's responsibility to conduct daily visual checks to ensure that:

- Cameras have not been disturbed, moved or damaged.
- That the cameras are not obstructed and have a clear line of sight.
- Loose materials including overgrowth are controlled and will not contribute to false alarms.

4.5 The customer may not make any alterations or adjustments to the equipment beyond those that are already possible within the range of adjustments specific to a given item.

4.6 The customer may NOT affix or connect other items to the equipment; charges will be incurred if items such as Broadband are misused.

4.7 You must return the Equipment in good working order and condition, in a clean condition together with other documents relating to the Equipment.

4.8 If you would prefer that we do not use images of your site for promotional purposes, please contact Star Group FM Ltd in order to opt-out.

4.9 Access to remote monitored CCTV systems other than that of the on-site system provided is subject to a "Fair Usage" Policy. The Company reserves the right to remove/suspend/limit remote access and this may give rise to a charge.

5. LOSS OR DAMAGE TO THE HIRED GOODS

5.1 If the Equipment is returned in a damaged, unclean and/or defective state, you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire.

5.2 The hirer is responsible for any equipment which is lost, stolen, damaged or vandalised during the Hire Period. You will pay to us the replacement cost of any Equipment on a new for old basis.

6. INSURANCE

6.1 The customer will take out and maintain (at its own cost and for the duration of this agreement) a fully comprehensive insurance policy in respect of all risks to the equipment including its safe return to Star Group FM upon termination of this agreement.

6.2 The insurance policy shall be taken out and maintained with a reputable insurance company.

6.3 The customer shall:

6.3.1 Take such steps that are reasonably necessary to prevent a third party from doing and/or omitting to do anything which would result in the insurance policy being declared invalid or refusal to cover any claim which would otherwise have been covered by the policy.

6.4 The insurance premiums or deductibles applicable to the policy shall at all times be the responsibility of and paid by the customer.

6.5 The customer shall provide to Star Group FM evidence satisfactory to Star Group FM that the premiums payable in respect of the policy have been paid on time and in full and that the policy is in full force and effect.

6.6 If the customer is in breach of clause 6.1, Star Group FM Ltd may pay any premiums required to keep the policy in force or itself procure such a policy. In either case Star Group FM may recover such premiums from the customer together with all costs and expenses incurred in procuring such insurance as a debt.

7. TERMINATION BY NOTICE

7.1 The Hire Period has a fixed duration, subject to the provisions of Section 4 (Default) neither party shall be entitled to terminate the Contract before the expiry of that fixed period unless by written agreement of the parties.

7.2 Upon termination of the Contract you shall immediately at your expense, return the Equipment to us or make the Equipment available for us to collect.