



TWS Systems

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Terms and Conditions of Trading

The wording "The Company" refers to TWS Systems

'Agreement'

Means the Offer of Sale, specification, price document, acceptance of quotation document, any maintenance contract together with these Terms and Conditions of Trading which constitute the agreement between the company and the Customer or the subscriber.

'Security System' means any equipment, security system or work described in the Offer of Sale and equipment, security systems or work carried out from time to time on behalf of the customer or to a third party under the order of the customer.

'Normal Working Hours'

Means the hours of 8:00am to 5:00pm Monday to Friday (subject to alteration by "The Company") Except for Public and National Holidays.

'Customer' means client, subscriber, organisation, limited company, corporation, sole proprietor or proprietors(s), Partnership who agree to use the security services offered by "The Company".

'Leased Systems'

Means an arrangement between the customer and the leasing agent.

General leasing terms

These Terms and Conditions of Trading refer to the outright sale of goods and services to the customer. Where "The Company" makes arrangements to provide the customer with a lease facility these terms and conditions may be varied and Customers must make reference to the leasing agent's terms and conditions.

Agreement Acceptance

The following Terms and Conditions of Trading set down the conditions by which "The Company" will provide goods and services for the provision of security services to the customer or to any third party on behalf of the customer. By accepting these terms and conditions the parties agree to be bound by this agreement. Where the customer issues an instruction to proceed with the offer of work be it verbal and or in writing and fails to return a signed copy of the terms and conditions within 5 working day from the commencement of work the customer shall be deemed to have agreed to be bound by the Terms and Conditions of Trading as agreed herein.

Price Quotation

All quotations are valid for a period of 30 days. All quotations are based on normal working hours. Prices quoted do not include re-decoration or relaying of carpets or any other works.

Access

Access to customer's premises will be made available to the employees of "The Company" during normal working hours. Visits will be by appointment. If the Company is prevented from completing all such work during normal working hours then "The Company" reserves the right to make a charge for any additional cost involved.

Notification of Faults

The customer must notify "The Company" immediately of a fault occurring with the security system and "The Company" will repair such fault as soon as possible after receiving notification subject to the terms of any warranty or maintenance contract in force at the time of the reported fault. The customer shall pay for the cost of such repairs, call out or labour charges subject to any maintenance agreement which may be in force at that time.

Changes to agreed Specifications/Delays

The cost of any variation, changes to agreed specifications or additional work required by the customer will only be carried out following written agreement between the parties. Any costs incurred by "The Company" resulting from delays to complete A security system caused by the customer, contractor or sub-contractor engaged by or on behalf of the customer then "The Company" reserves the right to make an additional charge for the additional time.

Alterations

The customer shall not alter or move from its original position, or allow such alteration or removal, any part of the equipment that constitutes the security system, or any part thereof without notifying the company in writing. The customer will not permit without "The Company's" permission any person or organisation access to interfere, adjust or tamper with the security system at any time. Any such alteration or removal, interference or tamper will invalidate all warranty on the security system.

Maintenance

"The Company" will make available to the customer the offer of a maintenance contract where "The Company" will provide a maintenance service in accordance with the agreed schedules of maintenance. Where a valid contract of maintenance is in force "The Company" shall carry out periodic maintenance visits to the security system, service and run full tests and calibration of the said system.

Terms of Payment

A 50% deposit 5 days prior to works start date and balance on delivery of goods or completion of the security system and until such time as full payments are received by "The Company" from the customer the equipment shall remain the property of the company. No credit terms are authorised to any customer unless specifically agreed in writing by the company. Annual maintenance premiums are due on each anniversary of the completion date of the security system. If any payment due or part thereof is more than 14 days in arrears from the date of invoice then the company shall not be bound to perform any of its obligations hereunder.

Delivery and Installation

"The Company" will endeavour to deliver and/or complete the security systems soon after receipt of an order as possible but cannot accept any responsibility or liability whatsoever for any claim arising in connection with any delay in delivery or completion howsoever caused.

Guarantee

During the period of 12 months following the date of delivery or completion "The Company" undertakes to replace free of charge any faulty or defective equipment fitted by "The Company" but only in so far as such fault or defect arises from faulty materials or workmanship. No other guarantee, condition or warranty shall be incorporated or implied herein unless specifically agreed in writing by "The Company". But without prejudice to the generality of the foregoing, where the equipment purchased or security system is normally the subject of a maintenance contract and the customer does not have a current maintenance contract "The Company" shall not be liable for any claim whatsoever arising from failure of the equipment or security system in any way and the customer shall indemnify "The Company" against any such losses arising from the same and payments for the system has been made in full to "The Company". All equipment is subject to the manufacturer's variance and tolerances. All third party equipment, routers, phone extensions, ISP connection and phone line connections will not be covered in any way or form under "The Company's" guarantee. Remote connections are included in the price of a full installation on request. With regards to DYDNS accounts, there will be an annual charge after the first year for your hosting.

Cancellation

Once accepted the Agreement of Sale be it verbal or in writing it can only be cancelled within 7 days of the signing of the Agreement. Where the customer cancels the agreement outside this period. 50% to the value of the order or loss of deposit will be charge against the total cost of the agreed sale shall become payable by the customer. No refunds for any unused portion of any maintenance period will become payable by "The Company" where the customer cancels any maintenance agreement.

Consents/ Way leaves

Where applicable the customer shall be responsible for obtaining and paying for all consents and way leaves that may be necessary to install the security system to the requirements of the customer and this agreement.

Electrical Supplies

The customer shall supply and fit at its own expense a suitable mains power supply which complies with the current Institute of Electrical Engineers Rules & Regulations for use by the security system.

Leased Systems

Where "The Company" makes arrangements to provide the customer with a leasing facility the terms and conditions of this agreement may be varied in consideration of the terms and conditions of the leasing agent. It shall be the customer's sole responsibility to ensure any leasing agreements meets with their requirements and "The Company" accepts no responsibility for any agreements between the customer and the leasing agent.

Right of Assignment

"The Company" shall be entitled to assign all or any of its rights under this agreement and to perform any of its obligations through sub-contractors. The customer's rights under this agreement are not assignable or transferable.

Retention of Title

Until such time as the customer or leasing agent has paid all sums due to the company under this agreement, title to the system shall remain with "The Company". Without prejudice to any other rights which the company may have, "The Company" may repossess, re-sell or trace any equipment or the proceeds of sale in the customers hands or in the hands of any trustee in bankruptcy, liquidator or receiver at any time after any payment has become due or immediately upon or after the commencement of any proceedings involving the customer. For such purpose "The Company" employees or agents may apply to enter the premises of the customer or his third party where "The Company" has reason to believe any such goods are. In the case where the customer is a limited company the director(s) and/or controlling shareholder agrees by acceptance of this sales agreement, to provide a personal guarantee to "The Company" against the value of the goods or services covered by this agreement and agree to indemnify the company against any losses resulting from the customer becoming bankrupt, entering liquidation or ceasing to trade.

Termination for Breach of Agreement

If the customer shall commit any breach of this agreement or any payment shall be in arrears "The Company" may forthwith by notice in writing to the customer determine this agreement without prejudice to its right to recover any sum due hereunder through legal action and "The Company" shall there upon at its discretion be entitled to terminate any other agreement that may exist with the customer.