



Watch Your Phone from Your Home

TERMS AND CONDITIONS

1 INTERPRETATION

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

“Contract” means a contract which incorporates these conditions and made between the Customer and the Supplier for the sale of Products;

“Customer” means the person, firm, company or other organisation purchasing the Goods;

“Deposit” means any advance payment required by the Supplier in relation to the Goods which is to be held as security by the Supplier;

“Force Majeure” means any event outside a party’s reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

“Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

“Products” means the products sold to the Customer by the Supplier; “Supplier” means cecetv and will include its employees, servants, agents and/or duly authorised representatives;

“Services” means the services and/or work (if any) to be performed by the Supplier for the Customer including any delivery and/or collection service for the Goods.

2 BASIS OF CONTRACT

2.1 Goods are supplied subject to them being available to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Goods not being available for install where the Goods are unavailable due to circumstances beyond the Supplier’s control.

2.2 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Where the Customer is acting as a consumer any provision which is marked with an asterisk (*) may, subject to determination by the Courts, have no force or effect. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.

3 PAYMENT

3.1 the amount of any Deposit, and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Supplier’s current price list from time to time. Where a Deposit is required for the Goods it must be paid in advance of the Customer receiving the supplied Goods. The Supplier may also require an initial payment on account in advance of the Customer receiving the Goods.

3.2 Payments by the Customer on time under the Contract are an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.

3.4 *If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate from time to time of the Supplier’s bank. Such interest shall be compounded with quarterly rests.

3.5 *The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

4 RISK OWNERSHIP AND INSURANCE

4.1 Risk in the supply of Goods and any Products will pass immediately to the Customer when they leave the physical possession or control of the Supplier.

4.2 Risk in the supply of Goods will not pass back to the Supplier from the Customer until the Goods are back in the physical possession of the Supplier.

4.3 Ownership of any Products remains with the Supplier until all monies payable to the Supplier by the Customer for the Products have been paid in full.



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5 DELIVERY, COLLECTION AND SERVICES

- 5.1 It is the responsibility of the Supplier to agree to deliver to and/or from the Customer it will do so at its standard delivery cost and such delivery and/or collection will form part of the Services.
- 5.2 Where the Supplier provides Services the persons performing the Services are servants of the Customer and once the Customer instructs such person they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice except to the extent that the persons performing the Services are negligent.
- 5.3 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient unloading space, facilities, equipment and access to power supplies and utilities for the Supplier's employees, subcontractors and/or agents to allow them to carry out the Services. The Customer will ensure that the site where the Services are to be performed is where necessary, cleared and prepared before the Services are due to commence.
- 5.4 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation except where the Customer is acting as a consumer and the delay is due to a Force Majeure event.

6 BREAKDOWN

- 6.1 Allowance will be made in relation to the Customer for any nonuse of the Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Supplier as soon as practicable of the breakdown.
- 6.2 The Customer shall be responsible for all expenses, loss and/or damage suffered by the Supplier arising from any breakdown of the Goods due to the Customer's negligence, misdirection and/or misuse of the Goods.
- 6.3 The Customer will be responsible for the cost of all repairs necessary to Goods during the Warranty Period which arise otherwise than as a result of fair wear and tear, an inherent fault and/or the negligence of the Supplier while carrying out routine maintenance and/or repairs.
- 6.4 The Customer must not repair or attempt to repair the Goods unless authorised to do so in writing by the Supplier.

7 DEFAULT

- 7.1 If the Customer:-
- 7.1.1 fails to make any payment to the Supplier when due without just cause;
 - 7.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
 - 7.1.3 persistently breaches the terms of the Contract;
 - 7.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;
 - 7.1.5 pledges, charges or creates any form of security over any Hire Goods, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress, execution or other legal process is levied on any property of the Customer, has a Bankruptcy Petition presented against it or the Customer takes or suffers any similar action in any jurisdiction;
 - 7.1.6 being a company, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets, any attachment order is made against the Customer, any distress, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;
 - 7.1.7 appears reasonably to the Supplier due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or
 - 7.1.8 appears reasonably to the Supplier to be about to suffer any of the above events; then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 7.2 below.
- 7.2 If any of the events set out in clause 7.1 above occurs in relation to the Customer then:-
- 7.2.1 the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;
 - 7.2.2 the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or
 - 7.2.3 *all monies owed by the Customer to the Supplier shall immediately become due and payable.



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8 LIMITATIONS OF LIABILITY

- 8.1 *All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
- 8.2 *If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's Liability will be limited to the retail cost of replacement of the damaged property.
- 8.3 Any defective Goods must be returned to the Supplier for inspection if requested by the Supplier before the Supplier will have any Liability for defective Goods.
- 8.4 *The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Goods and/or the Services has not been paid in full by the due date for payment.
- 8.5 The Supplier shall have no Liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
- 8.6 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.
- 8.7 *The Supplier shall have no Liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.
- 8.8 The Supplier shall have no Liability to the Customer for any:-
- 8.8.1 *consequential losses (including loss of profits and/or damage to goodwill);
 - 8.8.2 economic and/or other similar losses;
 - 8.8.3 special damages and indirect losses; and/or
 - 8.8.4 business interruption, loss of business, contracts and/or opportunity.
- 8.9 *The Supplier's total Liability to the Customer under and/or arising in relation to any Contract shall not exceed 5 times the amount of the charges for Services (if any) under that Contract or the sum of £500.00 whichever is the higher. To the extent that any Liability of the Supplier to the Customer would be met by any insurance of the Supplier then the Liability of the Supplier shall be extended to the extent that such Liability is met by such insurance.
- 8.10 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
- 8.10.1 Liability for breach of contract;
 - 8.10.2 *Liability in tort (including negligence); and
 - 8.10.3 *Liability for breach of statutory and/or common law duty; except clause 8.9 above which shall apply once only in respect of all the said types of Liability.
- 8.11 Nothing in this Contract shall exclude or limit the Liability of the Supplier for death or personal injury due to the Supplier's negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

9 GENERAL

- 9.1 Upon termination of the Contract the provisions of clauses 3.2, 3.4, 3.5, 7.2.1, 7.2.2, 7.2.3 and Section 6 shall continue in full force and effect.
- 9.2 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.
- 9.3 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.
- 9.4 *The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Customer.
- 9.5 *No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision. If any provision is held by any competent authority to be part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.



Watch Your Phone from Your Home

9.6 The Supplier shall have no Liability to the Customer for any delay and/or non performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

9.7 All third party rights are excluded and no third parties shall have any rights to enforce the Contract.

10 ADDITIONAL CONDITIONS cecetv

10.1 The Supplier may insert and present for payment any balance due and unpaid where the Customer has signed a blank or nil value debit or credit card voucher. The Supplier may also process interim payments by credit or debit card at any stage of the Contract.