



TERMS AND CONDITIONS

General Conditions

Each order or acceptance of a quotation for works from X16 Systems shall be deemed to be an acceptance of an offer by the customer to enter into a contract for the works subject to these conditions.

No order placed by the customer shall be deemed to be accepted until a written acknowledgment of order is issued by X16 SYSTEMS.

The customer shall ensure that the terms of its order and any applicable specification are complete and accurate to the customer's specific requirements.

Any quotation is valid for a period of 4 weeks only, provided that X16 SYSTEMS has not previously withdrawn it. Extensions may be allowed on written request.

X16 SYSTEMS may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the works without any liability to the customer unless such errors or omissions amount to fraudulent misrepresentation.

Where additional work is requested it will be charged as an additional cost to be agreed in writing between X16 SYSTEMS and the customer.

Unless otherwise agreed and authorised in writing by a manager of X16 SYSTEMS the works will be carried out by X16 SYSTEMS during normal working hours.

If works are to be undertaken outside of normal working hours, then additional costs will be negotiated in advance and confirmed in writing.

The contract sum is based on the site conditions remaining unchanged from those present during the quotation site visit. This includes physical access and uninterrupted access once the works are in progress.

X16 Systems may need to make changes to the system to meet new Standards. In these circumstances X16 SYSTEMS will provide the customer with written notice of the changes needed. Any such change will be treated as a variation. X16 SYSTEMS will not be held liable for any losses resulting from the customer refusing to agree such changes.

Payment

Payment of the contract sum is payable by the customer in accordance with the following conditions.

A 50% deposit is due upon the acceptance of X16 SYSTEMS's quotation the remaining balance on handover.

If the customer fails to pay X16 SYSTEMS any sum due, X16 SYSTEMS may terminate or suspend the works upon giving the customer at least seven days' notice of their intention to suspend stating the grounds on which it is intended to suspend or terminate.

All payments payable to X16 SYSTEMS under the contract shall become due immediately on its termination despite any other provision.

if the customer fails to pay X16 SYSTEMS any sum due pursuant to the contract, the customer shall be liable to pay interest to X16 SYSTEMS on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of bank of England accruing on a daily basis until payment is made whether before or after any judgement.

The customer shall reimburse X16 SYSTEMS (on a full identity basis) all costs and expenses incurred by X16 SYSTEMS in connection with the recovery of any money due to X16 SYSTEMS under the contract.

All equipment remains the property of X16 SYSTEMS until full payment is received and the customer here by agrees to allow X16 SYSTEMS access to the premises for the purpose of recovering this equipment if payment is not received in full within 3 months of the work completing.

Routine Maintenance

X16 SYSTEMS will inform the customer when routine maintenance of the system is due and in accordance with NSI Regulations these services must be carried out within one calendar month of the anniversary of the system being installed or the previous service.

All other times the customer will have access to X16 SYSTEMS emergency callouts. The cost of any emergency repairs is not included under the contract unless the system is under guarantee. Upon the report of a fault with the system, X16 SYSTEMS will attend the premises as soon as practicable and in any event within the time limit set out to the NSI code of practice where this applies.

X16 SYSTEMS accepts no responsibility for the following:

Losses suffered directly or indirectly as a result of failure of the system.

The failure of any cables or wiring installed at the premises

The customer accepts damage may be caused to decorations, fittings and the like at the premises as a result of the works. X16 SYSTEMS will tidy up, however, X16 SYSTEMS will not be liable for the cost

of any redecoration or other repairs required as a result of the works, unless caused by X16 SYSTEMS negligence or breach of contract.

Customer Responsibilities

The customer must operate the system according to the operating instructions issued by X16 SYSTEMS and in accordance with any instructions and users handbooks issued to the customer.

The customer, where applicable, will keep any CCTV lenses and monitor screens clean and free from dust and grime to enable them to work satisfactory.

The customer must not move or interfere with or attempt to repair the system or allow others to do so.

The customer will be responsible for completing the logbook supplied by X16 SYSTEMS giving details of every activation or event affecting the system, including false alarms.