



## **INSTALLATION and DAYWORKS**

### **Terms and Conditions**

Work will be carried out during normal working hours, unless agreed in advance, and you must provide access to the premises during the course of the installation. Whilst we will make every reasonable effort to work with you or others, any interruptions or delays caused by you, your staff, residents or others resulting in our work not being completed in the timescale specified you will be charged additional sums for our engineers to return to the property to complete the works. This will be charged at our standard call out rate.

The Installation Date is the date mutually agreed by you and ourselves for the installation of the equipment. If we cannot install any part of the equipment, because of circumstances we are not responsible for, the uninstalled equipment or components will be invoiced for but retained by Matrix Fire and Security. If the equipment has been left on site you may not, under any circumstances, instruct third party contractors to complete the installation, to do so would result in an immediate invalidation of the warranty provided by this agreement. In any event the warranty period for the installation (inclusive of any equipment/components uninstalled) commences from the issue of the practical completion certificate by the Company. In the event that the installation of the system will not be completed within a three month period from the date of the quotation we may increase our initial charges where our material and labour costs increase after the initial agreed installation date.

Where the installation of the system continues for more than one month, we reserve the right to submit progress or interim requests for payment of the initial charges based on the amount of work completed and/or the amount of equipment delivered to the premises. If we hold materials for you in our bonded stores we reserve the right to invoice you for the full amount of those materials prior to installation at, or supply to the premises.

Where our specification and charges are prepared to comply with a tender or specification prepared by you or by a third party, or to comply with a relevant standard, our specification and charges will have been prepared in good faith, relying on our interpretation of the tender specification or standard. If you seek to impose a different interpretation, which affects our specification, we reserve the right to increase our charges.

Where a budget quotation has been provided, the premises will be surveyed prior to installation by our engineering supervisory staff. Any essential deviation, incurring additional expense, will be notified to the Customer and/or its agent before commencing work.

Installation will be carried out with specialist labour and high quality materials, in line with current legislation and European Standards. Where applicable, the Company's quotation is based upon surface wiring, or within containment provided by others.

Subject to specific written instructions, the Company is prepared to install cable within chases provided by others. Suitable cable routes must be provided where cable is to be installed within stud partitions, under carpet or below floor boarding.

Unless otherwise stated in writing, the Company's work does not include the provision of the following:

1. 230 VAC mains supply points.
2. Building work,
3. Making good to decorations following cable installations (Surface or within chases) or where new equipment replaces existing larger equipment.
4. Lifting of carpets and/or floor boarding.
5. Redecorating, re-plastering building work or carpentry work.
6. The provision of: - Conduit, Cable Trays, Ducts, Trunking.

Suitable draw wires should be provided where we have specified cabling to be carried out by us. Any repair/replacement of cable found to have been lost or damaged by others will be subject to additional cost. We will advise you of the cost of repair/replacement prior to carrying out the work.

#### **POWER SUPPLY**

The Customer must provide and maintain a dedicated 240 volt AC un-switched power supply to each part of the system and sound electrical earthing connections where it is required for us to carry out the services. The power supply must be installed by an approved electrician to the relevant legislation and or regulations and must be safe. The Company will not accept any liability resulting from non-compliant or a defective power supply. The Company shall not be held responsible for any unavoidable delay in the execution of orders.

#### **LOSS OF EQUIPMENT**

Whilst the Company holds itself fully responsible for the safekeeping on-site of its tools and the Equipment prior to installation, the Company will hold the Subscriber and/or its Main Contractor liable for any loss of or damage to the Equipment (or any part thereof) on site once the equipment is fixed in situ. Accordingly the Customer will indemnify the Company in full against all claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever in respect of any such loss or damage.

#### **WARRANTIES, LIABILITIES AND INDEMNITIES**

1. The Company warrants that it will use reasonable care and skill in performing the Installation, and to a standard which conforms to generally accepted industry standards and practices.
2. Except in the case of death or personal injury caused by the negligence of the Company or its employees, the Company's liability under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the Contract Price paid to the Company under this Contract.

3. Both the Company and Customer acknowledges that, in entering into this Contract, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Contract, and any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law. Nothing in this Contract excludes liability for fraud.

### **TERMS OF PAYMENT (SUBJECT TO SATISFACTORY CREDIT CHECK)**

An initial deposit of 50% is required on acceptance of our quotation. Until receipt of the deposit monies we will not order any equipment or carry out any works in connection with the installation. Balance of payment is within 14 days of installation completion.

### **RETENTION OF TITLE**

Ownership of all equipment shall remain with the Company as suppliers until payment has been settled in full. Until such time, any possession of the equipment by the Customer shall be as bailee and agent for us. Should the Customer fail to meet payment within 60 days from submission of invoice, we shall be entitled to recover said equipment after 7 days' notice (which shall be deemed to have been validly given if sent by Recorded Delivery letter to the last address known to us) at any time thereafter. In doing so, we shall take all reasonable precautions against damage to the premises, but we shall not be responsible for any damage, however caused, nor for any claim or loss resulting from the removal of said equipment. In taking such action, we shall not have waived any other rights or claims for breach of contract, damages, loss of profit or otherwise arising from failure to make due payment.

### **DEFECTIVE WORK**

All installations of the equipment will be carried out by specialist labour and quality materials. Should an installation prove to be defective because of poor work or poor materials, provided that the payment terms have been met, it will be remedied forthwith. You should notify us in writing within 28 days of the installation being completed. Matrix Fire and Security shall in no circumstances be held responsible for any consequential loss no matter how arising from any act or omission on its part or any defect in the equipment or any breach of the contract. In any event, the limit of any liability shall be the amount paid and received by Matrix Fire and Security for the installation.

### **WARRANTY**

The Company warrants that: (a) it will install the Equipment using reasonable skill and care; (b) it has good title to the Equipment; and (c) the Equipment will be free from defects caused by its improper installation by the Company for a period of (12 months) from the date of installation (the "Warranty Period"). **Warranty exclusions:** Radio hand transmitters have a 3 month warranty period. Timber products are have NO warranty period. Existing automation equipment and cables, where we have installed a new gate are not covered under warranty.

2. If the Company receives written notice from you of any breach of the warranty set out in clause 1(c) then the Company shall at its own expense and within a reasonable time after receiving such notice, at its option, reinstall, repair or replace the Equipment or such parts of it as are defective or otherwise remedy such defect, provided that the Company shall have no liability or obligations under the said warranty unless it shall have received written notice

of the defect in question no later than the expiry of the Warranty Period. The legal and beneficial title of the Equipment or any defective parts shall pass to the Company upon the replacement of the Equipment or such defective parts (as the case may be), whereupon the legal and beneficial ownership of the replacement Equipment or parts shall vest in you.

3. The Company shall have no liability or obligations under the warranty set out in clause 1(c) other than to remedy breaches thereof by the provision of materials and services within a reasonable time and without charge to you, save that if the Company shall fail to comply with such obligations within a reasonable time, it shall be liable in damages to you provided that its liability for such failure shall be limited to a sum equal to the price paid by you to the Company for the Equipment. The foregoing states the entire liability of the Company, whether in contract, tort (including negligence) or otherwise for defects in the Equipment arising from its improper installation notified to it by you during the Warranty Period.

4. The warranty set out in clause 1(c) is conditional upon the following: the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, the failure or irregularity of the power supply, failure to follow the Company's instructions (whether oral or in writing), accident, neglect, misuse, alteration or any attempt by any person other than the Company's employees or agents to adjust, repair or maintain the Equipment.

#### **WITHDRAWAL FOLLOWING SIGNED ORDER CONFIRMATION**

In the event the Customer withdraws from an Order after receipt of a signed Order Confirmation, but prior to the Company carrying out an installation for any reason other than the fault of the Company,

a) The Customer undertakes to indemnify the Company for a sum equivalent to the greater of £150 or 5% of the total purchase price to cover consultancy and other related administrative expenses incurred by the Company directly or indirectly as a result of the Customer's withdrawal from the Order.

b) In addition where the Company has placed an order for specific products and equipment in respect of the works the Customer will be liable for all cancellation charges (including in particular the direct cost of all materials purchased and labour contracted specifically for the relevant job), delivery, transit or any other associated costs levied by the supplier (s)

#### **MAINTENANCE**

Outright purchase prices do not include maintenance (except for the first year's warranty), which can be provided by way of an annual maintenance contract or on a call-out basis. Further details are available upon request.

#### **RECYCLING SERVICE**

We take our role as a responsible retailer very seriously, that is why we are supporting the WEEE - Waste Electrical and Electronic Equipment) directive from the government. Please mark the enclosed order confirmation to show whether you would like us to arrange recycling of existing equipment we are replacing or whether you intend to make your own arrangements to dispose of this equipment under the governments' WEEE waste requirements.

## **HEALTH AND SAFETY**

We have a duty of care to protect our staff from risks to their health and safety. We therefore ask that you let us know if there are significant hazards or risks, including asbestos, that are associated with the scope of work being undertaken. Delete the appropriate section on our Order Confirmation document to indicate the current situation. If you have indicated that there is Health and Safety risks, including asbestos, please provide further information and a copy of the asbestos register, if appropriate. We will be unable to commence work until this information has been received and any health and safety issues dealt with.