

RJS Systems Ltd - Terms & Conditions

“The company” shall mean RJS Systems Ltd.

“The client” shall mean any customer of RJS Systems Ltd.

1. PURPOSE

1.1 The installed system (CCTV, Alarm, Access Control, Gate/Barrier, Car Park) is designed to reduce the risk of loss or damage to your premises so far as this can be done by the use of this type of equipment. However, the company does not guarantee that the system cannot be removed, tampered with or made to stop working by the client or any unauthorised person. Should this happen, RJS Systems Ltd holds no responsibility for any losses suffered directly or indirectly.

2. PAYMENT

2.1 The balance is payable immediately upon completion of the work.

2.2 Payment is by BACS only to: Lloyds, Sort code 30-96-41 Account No. 01779197
Ref: Job reference number.

2.3 The client is expected to pay any money due promptly. If payment is overdue by more than 14 days, the company will charge weekly interest at a rate of 5% on the balance owing until the date the outstanding amount is settled, in addition to an administrative charge of £99.00. Should the client refuse to pay the money plus any interest and administrative charge, collection of the debt will be transferred to a debt recovery agent or solicitor. The additional costs of the debt collection and any legal and court fees will also apply.

2.4 Should the client have any concerns regarding the completed works, these should be raised with the company at the earliest opportunity. The company will endeavour to work with the client as much as possible, however the balance payment will not be withheld.

3. COSTS & QUOTATIONS

3.1 All quotations are valid for a period of 30 days from receipt.

3.2 For quotations in excess of £1000 a deposit of 50% will be required upon acceptance of the quote, to cover equipment costs.

3.3 All quotations are exclusive of VAT.

3.4 The quoted costs may be revised if:

- (a) The work is required to be carried out more urgently than agreed.
- (b) The specification is changed.
- (c) Acceptance or the deposit is not received within 30 days from the quotation date.
- (d) The premises are in some way unsuitable for the equipment and this was not apparent during the course of the telephone/e-mail conversation and/or site survey, or there are circumstances which the company should have been made aware of. Any other special circumstances that arose and the company was not made aware of in writing when supplying our original quotation. This includes:
 - i) Re-visits for reconfiguration of the system.
 - ii) Remote viewing, where the client is responsible for the availability of a broadband internet service, a router that provides the 'PORT-FORWARDING' function and a public (static) IP address.
 - iii) The installation work is outside the working hours of 8.30am – 5.00pm Monday to Friday, except statutory holidays. Requests made by the client to install outside these working hours will incur additional charges.
 - iv) Engineers are asked to work outside standard practices of installations. Unless stated on the Works Schedule or the company was made aware in writing when supplying the original quotation. Installations should be carried out in easily accessible areas without the need for additional labour work. This includes:
 - Underground cabling
 - Redecoration
 - Building work
 - Removal of floor boards, Carpet lifting/laying
 - Erecting poles
 - Steel trunking/capping
 - Exceptionally high ceilings
 - v) The above will incur additional charges as agreed by the company representatives if required.
 - vi) Additional charges may be made if the companies engineers are not provided with access to doors, shutters, windows, or any other areas where cables and equipment needs to be installed thereby incurring extra cable length.

3.5 All quotations are based on the understanding that a certain number of men can complete the installation/service call/job in an allocated amount of time. The number of men, and number of days/hours quoted will be stated on all quotations. If however, due to unforeseen circumstances the installation/service call/job is not possible in the allocated timeframe then additional labour will be charged at a rate of £45.00 per hour for one man's labour or £70.00 per hour for two men's labour + VAT and travelling expenses.

3.6 All works will be carried out as per the project overview on the written quotation. It is the responsibility of the client to ensure that the quoted works meet their specifications and requirements.

4. GENERAL

4.1 The company will endeavour to complete all installations as 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 completion howsoever caused.

4.2 The client agrees to give the company and its engineers full access to premises to survey, measure, install, test and service the equipment. The client also agrees to provide an adequate electricity supply for the equipment to operate correctly. If work is interrupted or delayed because of a problem with access, or the electricity supply is inadequate, the company may make an additional charge. The company is not liable if completion is delayed due to circumstances beyond our control.

4.3 By agreeing to have works carried out by RJS Systems Ltd the client confirms that they have full authority to allow the installation, and no other consent is needed.

5. EQUIPMENT

5.1 All equipment installed belongs to RJS Systems Ltd until the work is complete and paid for in full.

5.2 If the balance is not received within 14 days of the installation completion the company reserves the right to remove all installed equipment from the premises without notice, and without authorisation to enter the premises.

5.3 If works are cancelled with less than 7 days notice before the scheduled installation date, the company will retain your deposit and may charge for any equipment already purchased. A minimum fee of £150.00 or 7% of the total job amount will be charged, whichever is the greater.

5.4 To ensure consistency of installation, quality and service the company's engineers will perform pre and post installation checks on the equipment and will photograph completed installations.

5.5 Full training for operation will be provided on completion of any installation.

6. GUARANTEE / WARRANTY

6.1 All parts are covered by a 12 month warranty. Faulty parts will be replaced free of charge within the warranty period.

6.2 Call out and labour charges apply to all warranty repairs/replacement.

6.3 Customers must notify the company immediately of any fault occurring with any

equipment. The company will endeavour to repair said fault as soon as possible after receiving notification.

6.4 The guarantee does not apply if the company believes or has reason to suspect that changes have been made to a system/equipment supplied by us or to faults caused by the following:

- Incorrect adjustment or positioning of any part of the system by anyone other than engineers of RJS Systems Ltd.
- Consumable items of all kinds failing. Consumables are items with a finite life such as lamps, batteries and power supplies.
- Work carried out by police, fire or other authorities, or by any telecommunication agency or other party.
- False call outs due to operator error.

7. REMOTE VIEWING & IT ISSUES

7.1 If the company is unable to configure the remote viewing on the day of the scheduled installation due to IT technical issues, ISP unavailability or lack of details such as Router IP address, user name and password then further charges will apply to remotely configure or revisit to complete the set up.

7.2 RJS Systems Ltd cannot be held liable for client IT issues such as change of router, failed connection, change of internet service provider, re-set of router, new mobile phone, and loss of settings on the router or a new operating system.

8. LIABILITY

8.1 The company shall not be held liable for the costs of any work, repairs or replacement of equipment which results from fire, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.

8.2 The company does not warrant or represent that the operation of the installation will be uninterrupted or error free. We provide the system to assist in the security of the client's premises but do not thereby warrant the security of the property, the client or the contents therein.

8.3 The company does not act and shall not be deemed to act as an insurer of the client's property or contents contained therein and give no warranty that by virtue of the installation of the system, the property or contents contained therein are completely secure or inviolable.

8.4 The company shall have no liability in contract for any loss suffered and in particular, does not accept any liability whatsoever for any consequential loss or damage (including loss of earnings or profits) which may arise from any malfunction or defect of the system.

8.5 The terms and conditions given in this contract do not affect the client's rights under the Sale of Goods Act or Unfair Contract Terms Act.

9. FORCE MAJEURE

9.1 RJS Systems Ltd shall not be liable to the client or deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any obligations in relation to the equipment, provided that the delay or failure was due to any cause beyond reasonable control of the company. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond reasonable control of RJS Systems Ltd: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of RJS Systems Ltd or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

10. APPLICABLE LAW

10.1 This contract is governed by the laws of England and Wales, Scotland or Northern Ireland as the case may be and each party submits to the jurisdiction of the Courts thereof.