

Star Group FM Ltd

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Approved	MD

UK Customer Terms and Conditions

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES (CCTV Systems)

This terms and conditions document contain the relevant terms and conditions that apply to the supply of all goods and services by Star Group FM Limited (company number: 10742961, registered address: Strelley Hall, Main Street, Nottingham, NG8 6PE) ("we/us/our"). Any reference to we, us or our in these terms and conditions includes employees, servants, agents and/or duly authorised representatives of Star Group FM Limited.

This document is structured as follows with the provisions in each Part applying as explained:

- Part 1: Terms that apply to all contracts.

Apply to all contracts made with us whether for the supply of Equipment, Products and/or Services. In addition, one or more of the following Parts will also apply depending on (i) the method by which you are contracting with us, (ii) whether you are contracting with us on behalf of a business, and (iii) whether you are hiring Equipment, purchasing Products and/or receiving Services from us.

- Part 2: Terms that apply to hire of Equipment and the sale of Products.

Apply to all customers that place an order to hire Equipment or purchase Products.

Part 1

TERMS THAT APPLY TO ALL CONTRACTS

1. INTERPRETATION

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

"Charges" means our current hire charges from time to time including any charges for the Services during the Hire Period and/or any charges for the sale of the Products or supply of Services (as appropriate);

"Equipment" means the equipment detailed in the Order together as a whole and any accessories hired by you as specified in a Contract;

"Hire Period" means the period commencing when you hold the Equipment on hire and ending upon the happening of either of the following events (i) you return the Equipment to our possession; or (ii) we collect the Equipment.

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities;

"Order" means your order for Equipment, Products and/or Services which has been confirmed by us.

"Services" means the services and/or work (if any) to be performed by us for you whether in conjunction with the hire of Equipment (including any delivery, collection and installation service for the Equipment) or otherwise;

"you" means the person, firm, company or other organisation hiring the Equipment and/or purchasing the Products and/or Services.

2. BASIS OF CONTRACT

2.1 The Contract shall become binding upon placing the order either verbally or in writing with us.

3. PAYMENT

3.1 Time for payment under a Contract shall be of the essence. Payment shall not be deemed to be made until we have received cleared funds in respect of the full amount outstanding.

3.2 Without prejudice to any of our other rights, if you fail to make any payment in full on the due date we may charge you interest (both before and after judgment) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and/or to suspend the supply of further Products and/or Services to you or any of your Associated Companies.

3.3 You shall pay all sums due to us under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

3.4 All Charges are, unless otherwise stated, exclusive of any applicable VAT.

4. DEFAULT

4.1 If you:

4.1.1 fail to make any payment to us when due;

4.1.2 breach the terms of the Contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;

4.1.3 persistently breach the terms of the Contract;

then we shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in Section 4.2 below.

4.2 Upon termination of the Contract you shall immediately pay to us, in full and cleared funds, all outstanding Charges and/or any other sums payable between us and you.

Part 2

HIRE OF EQUIPMENT AND SALE OF PRODUCTS

1. PAYMENT

1.1 The amount of any Charges is detailed in the Order and are based on our then current price list.

1.2 You shall pay the Charges from the date specified in the Order and will continue paying the Charges during the Hire Period until we have given you a collection or off-hire date and you have returned the Equipment to us or we have collected the Equipment within a reasonable period after the issue of the off-hire date, and the Equipment is in a clean and serviceable condition and we have given you confirmation. All time during the Hire Period is chargeable as stated in the original order.

1.3 In the event that we are unable to deliver and install equipment due to the customer's absence from the premises (along with that of any authorised representatives), or the premises are not ready for the installation, additional charges will be incurred for any necessary re-delivery/installation, charges shall be borne by the customer.

1.4 If we are unable to collect any Equipment for any reason whatsoever after an off-hire date has been issued, unless the failure is as a result of our acts or omissions the Charges shall continue to be payable in accordance with the Contract until such time as we are able to collect such Equipment.

2. RISK, OWNERSHIP AND INSURANCE

2.1 Risk in the Equipment and/or Products will pass to you immediately when the Equipment leaves our physical possession or control.

2.2 Risk in the Equipment will not pass back to us from you until the Equipment is returned to our physical possession or control.

2.3 Ownership of the Equipment remains with us at all times.

2.4 The customer must fit a combination coded padlock on the entrance gate, this will ensure that we are able to give access to Police or Security Response Services who may require access following "Out of Hours" requests to attend site.

2.5 The customer must provide a secure location to install monitoring equipment.

2.6 The customer must provide a secure perimeter fence around the premises or areas to be secured.

2.7 The customer must provide a reliable Broadband connection if required.

2.8 The customer accepts that the services we provide are intended to act as a deterrent only to any offence or damage. We do not guarantee or warrant that damage, loss, break-ins or offences will not occur.

3. USE & CARE OF EQUIPMENT

3.1 You shall not deface or remove any labels from and/or interfere with the Equipment, their working mechanisms or any other parts of them;

3.2 You shall notify us immediately and in any event within two business days after any breakdown, loss and/or damage to the Equipment;

3.3 You shall take adequate and proper measures to protect the Equipment from theft, damage and/or other risks;

3.4 It is the client's responsibility to conduct daily visual checks to ensure that:

- Cameras have not been disturbed, moved or damaged.
- That the cameras are not obstructed and have a clear line of sight.
- Loose materials including overgrowth are controlled and will not contribute to false alarms.

3.5 The customer may not make any alterations or adjustments to the equipment beyond those that are already possible within the range of adjustments specific to a given item.

3.6 The customer may NOT affix or connect other items to the equipment; charges will be incurred if items such as Broadband are misused.

3.7 You must return the Equipment in good working order and condition, in a clean condition together with other documents relating to the Equipment.

3.8 If you would prefer that we do not use images of your site for promotional purposes, please contact Star Group FM Ltd in order to opt-out.

4. LOSS OR DAMAGE TO THE HIRED GOODS

4.1 If the Equipment is returned in a damaged, unclean and/or defective state, you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Equipment to a condition fit for re-hire.

4.2 The hirer is responsible for any equipment which is lost, stolen, damaged or vandalised during the Hire Period. You will pay to us the replacement cost of any Equipment on a new for old basis.

5. TERMINATION BY NOTICE

5.1 The Hire Period has a fixed duration, subject to the provisions of Section 4 (Default) neither party shall be entitled to terminate the Contract before the expiry of that fixed period unless by written agreement of the parties.

5.2 Upon termination of the Contract you shall immediately at your expense, return the Equipment to us or make the Equipment available for us to collect.

Star Group FM Ltd

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UK Customer Terms and Conditions

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES
(Static Guarding including Keyholding and Response Services)

1. The various charge rates referred to in this agreement will be effective until further notice. A minimum notice of four weeks (28 days) will be given to the "Client" regarding any proposed alteration to these rates. Both parties consent that any agreed alteration will be noted at a contract addendum. Both parties further agree that on the signing of the agreement addendum it will be subject to the terms and conditions contained therein.

1.1 The "Client" recognises that it is illegal for the Company to discriminate agents the "Client", the "Clients Workforce" or the "Company's work force" because of Race, Colour, Religion, National Origin, Age, Sex or Sexual Preferences.

2. The "Client" hereby agrees that in the event of the "Company" commencing work for the "Client" prior to signing of the formal agreement by the "Client" that all work carried out by the said agreement shall be carried out subject to the terms and conditions contained herein, and copy of which terms and conditions have been supplied to the "Client" prior to commencement of security services.

3. Any variations of the terms and conditions of this Agreement shall not be binding upon the company unless and until such variation shall have been confirmed in writing under the hands of the Director the "Company" and a Director or the Secretary of the "Client" if he is a Limited company or in the case of an individual partnership or incorporated association a duly authorised individual.

4. The "Client" warrants that he is beneficial, owner, the occupier or appointed agents of any premises referred to in this agreement and agrees that the companies employees, servants or agents (herein after called "The Company Work Force") shall be treated as visitors to the premises in this regard.

4.1 The "Client" acknowledges its statutory and common law duties and (without prejudice to the generality of the sub clause) its duties under the Health & Safety at Work etc. Act 1974 and in particular but without prejudice to the generality of the provisions of the said Act its duties under section 4 of the said Act.

4.2 The "Client" will advise the "Company" of any changes in or to the exterior or interior of the premises of the fixture, fittings, furniture thereof that may affect the safety of the "Company Work Force" and in particular without prejudice to the generality of the foregoing will so advise the "Company" in writing of any changes or moderation of any nature to safety rings, bolts, hooks or other safety harness (fastenings attached to or built into the premises).

4.3 The "Client" agrees it will provide and maintain for the benefit of the "Company Work Force" at least such basic amenities as are provided at the commencement of the agreement and no change or modification of the amenities detrimental of the "Company Work Force" may be made during this agreement. The "Client" further agrees to provide the "Company Work Force" with such special equipment (including safety equipment and clothing) as the nature of the duties may from time to time require.

5. The "Company" shall use due care in selecting their Security Personnel and the "Company Work Force" having regard to the work being carried out by them and shall operate the services provided by the "Company" with due and proper regard to the safety and security of the premises and the contents thereon.

5.1 Security personnel provided by the "Company" shall consist of the provision of a staff between the hours shown overleaf unless notification is received from the Client.

5.2 In the circumstances where the Client amends the hours within 24 hours of the time the Security Officers are scheduled to be on duty. The Company shall charge 50% of the cost for the total hours

5.3 The "Client" undertakes that it will not, during the period of substance of the contract or within one year next after the termination thereof (however the some may be determined) either:

a) Knowingly offer employment in any capacity in relation to the provision of a service similar to that to be provided by the "Company" here under to any person who shall have been a member of the "Company Work Force" during such a period and or who shall have worked or provided services to the "Client" here under.

b) Knowingly employ any firm or company management or controlled by such person and offering a similar service to that to be provided by the "Company" hereunder.

c) Should the "Client" directly employ any Security Officer provided by the Company. The Company shall be entitled to charge a one-off fee of £1500 per person.

5.4 The "Company" will despatch replacement Work Force if and when the following incidents occur:

- The "client" requests a replacement
- The regular Work Force is late
- The regular Work Force is taken ill
- The regular Work Force is on holiday.

5.5 The "Company" is insured for 10,000,000 (ten million pounds) employers' liability and for the sum of £5, 000,000 (five million pounds) for public liability.

5.6 The Company shall ensure that it retains confidentiality of Client information during and after the contract period and further contracts with different clients do not negate these obligations.

6. Proper records shall be maintained by the Company concerning the provision of Security Officer services, together with information relating to any person employed on the contract.

6.1 For a period of 5 years from the effective start date, all confidential information shall be maintained in confidence by the receiving party, shall not be disclosed to any third party and shall be protected with the same degree of care as the receiving party. The Company shall retain confidentiality after the contracts has expired

7. Under no circumstances shall the "Company" be responsible for any injurious act or default by any member of the "Company Work Force" unless such act or default could have been foreseen and avoided by the exercise of diligence on the part of the "Company" as his employer or Principal not in any event shall the "Company" be responsible for:

a) Any loss suffered by the "client" through theft, malicious damage, flooding, fire, animals, riot, assault or any other cause except insofar as such loss is attributable to the negligence of any member of the "Company Work Force" acting in the course of their duty.

b) Any loss or damage suffered by the "Client" by virtue of breach of contract or negligence or any other reason unless written notice is received by the "Company" at the address shown overleaf within 7 days of the time when the default by the "Company" or any member of its Work Force should reasonably have come to the attention of the "Client".

c) If at the express wishes of the "Client" the "Company" undertake to perform duties extraneous to this Agreement then the "Company" shall not be liable for any loss or damage arising from the performance of these extraneous duties, irrespective of the fact that such loss or damage may be due to the negligence of the "Company", its servants or agents, unless the "Company" has agreed in writing to carry out such extraneous duties, signed under the hand of a Director or Secretary of the "Company".

8. The "Company" shall not be liable for loss or damage of whatsoever nature suffered by the "Client" for failure to carry out the services contracted by reason of:

a) Strike, lockout or other labour dispute affecting the employees of the "Company" or the "Client" where in the latter case the effect is to prevent or hinder the "Company's" servants or agents from performing the services.

b) Any event beyond the "Company's" control preventing or hindering the "Company's" servants or agent travelling to the "Clients" premises inclusive of, but not exhaustively comprising mechanical breakdown, impedance by any road traffic congestion and adverse weather conditions.

c) War, act or hostile forces, civil disturbances or extensive disruption of public services; in the event of such occurrence the Services may be suspended until circumstances permit their reinstatement.

d) The presence of hazards due to defective structure of means of access, presence of noxious toxic combustible, explosive or radioactive substances or any other state of the "Clients" premises rendering them dangerous in the "Company's" opinion to any servant, Agent or Animal, owned used, or employed by the "Company".

e) Any loss or damage suffered by the "Client" in circumstances where the "Client" is in breach of any of the insured amounts specified.

f) Any loss or damage suffered by the "Client" during the time between the completion of the "Company's" duties and the time in which the "Company's" duties commence at the beginning of the following watch. The "Company" will not be liable for the time between the completion of the "Company's" duties and the time the "Clients Work Force" arrive on site.

g) The customer accepts that the services we provide are intended to act as a deterrent only to any offence or damage. We do not guarantee or warrant that damage, loss, break-ins or offences will not occur.

h) The customer accepts that Keyholding & Response Services are shared services and therefore response times can not be guaranteed.

8. The "Client" agrees to indemnify the "Company" for any loss, damage, claim or expense in excess of any of the insured amounts specified.

9. This contract may be terminated by either party without notice if the other party shall commit any breach of its obligation hereunder or (being an individual) shall commit any acts of bankruptcy or (being a corporation) shall go into liquidation other than for the purpose of reconstruction or amalgamation or shall suffer the appointment of a Receiver over any of his or its property or income or make any deed or arrangement with or composition for the benefit of any of his or its creditors.

10 Termination of this arrangement other than the reasons outlined in Clause 9 will be effective after 7 days if either party to this agreement serve notice of termination in writing.

10.1 In the event of disruption of postal service or if either party so wish written notice can be served by hand or facsimile transmission and duly acknowledged by the receiving party.

11. If there shall happen any act or default of any member of the "Company Work Force" which may give rise to a liability in such person to the "Client" for negligence then it is hereby expressly agreed that such person should be entitled to the protection of all the terms and conditions thereof and any claim by the "Client" against such person except in the case of loss or damage suffered by the "client" in respect of deliberately wrongful acts on the part of the person in which case nothing herein shall limit the "Clients" right against this person.

12. No warranty representation undertaking or commitment shall be deemed to have been given or entered into by or on behalf of the "Company" for the purposes of any agreement between the "Company" and the "Client" unless made or entered into in writing on the "Company's" headed paper under the hand of the Director or Secretary of the "Company" a copy of which will be forwarded to the "Client" for signature. Both parties agree that provided that a duly authorised employee or agent of the "Client" alter their security cover outlined in this agreement such alteration shall be subject to all terms and conditions contained therein.

13. The "Company" will not accept any liability for the misuse of telephones during the term of the contract unless the "Client" can provide documentary evidence that the "Company's" employee(s) were responsible for the said misuse.

14. It is agreed by both parties that temporary additional cover required at Bank Holidays or other special occasions can be conveyed by telephone, letter or facsimile to our Control and will be subject to all terms and conditions herein.

14.2 It is agreed that permanent alterations to cover outlined in this agreement can be contained in exchange of letter and will be subject to all terms and conditions contained herein

