

TERMS AND CONDITIONS

1. These terms and conditions apply to the provision of goods and services as detailed in our quotation (Services) carried out by MTS Electrical Limited (company no 06849443) or MTS Security a trading arm whose business address is Unit 11, Mildmay House, Foundry Lane, Burnham on Crouch, Essex CM0 8BL (we or us) and to the person buying the goods or services (you).
2. You are deemed to have accepted these terms and conditions when you accept our order form (the Contract) which constitutes the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A "business day" means any day in the week as we may carry out work on it excludes a Saturday or Sunday and bank holidays in England or Wales.
5. The headings in these terms and conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

Services

7. We warrant that we will use reasonable care and skill in our performance of the Services as set out in the order form. Where we are providing goods, we will use reasonable endeavours to ensure that the products we use match those chosen by you and are consistent throughout the property (or relevant parts of the property). Where we engage subcontractors to carry out the services we will apply the same standard and supervise/project manage this work.
8. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
9. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the order form however, time shall not be of the essence in the performance of our obligations.
10. We warrant that the goods we supply will be of satisfactory quality and fit for purpose from the date of delivery and for a 12-month period thereafter, the Warranty Period. Subject to you complying with any written/oral instructions in respect of storage, installation, commissioning, use or maintenance of the product or in accordance with good trade practice.
11. If our performance of any of the obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (Customer Default) we shall have the right to:-
 - (a) Without limiting or affecting any other right or remedy, we may suspend performance of the Services until you remedy the Customer Default;
 - (b) We shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from any failure or delay to perform any of our obligations and
 - (c) You shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

Maintenance Service Agreements for security equipment

12. All maintenance agreements are for a period of 12 months. Should you wish to cancel then you must serve notice 3 months prior to the end of a 12-month period.
13. The service to be carried out under this agreement will be set out in your order form as to frequency of testing.
14. A 24-hour emergency service is provided and will be set out in your order form if applicable. All calls out fees and parts are charged for separate to the maintenance agreement.

15. We must have clear access areas to carry out works and work to a height of 1.5 metres. Any variations to this will incur charges for additional services, which you will be notified of.
16. In the event it becomes necessary to remove equipment from your premises for service or repair, we do not provide an alternative product during this period.
17. 2 weeks' notice must be given to cancel any scheduled visits, failure to give the correct notice may result in a charge.
18. Our call out charges are detailed on our website and may change from time to time.

Your obligations

19. You must obtain any permissions, consents, licences or otherwise that we need and must give us (our employees, agents, consultants and subcontractors) access to any and all relevant information, materials, properties and any other matters we need to provide the Services.
20. Where applicable prepare the premises where the products are to be installed ie remove, furniture, floor coverings where applicable.
21. Ensure we may park within close proximity of the premises where the products are to be installed and where applicable notify us of any parking restrictions.
22. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations). We may seek to recover any costs incurred by us in respect of your failure to carry out Your Obligations.
23. If you do not comply with the above clauses we may terminate the Services.

Fees and Deposit

24. The fees (Fees) for the Services are set out in the quotation and/or the order form in respect of the quoted work/goods and are exclusive of any applicable VAT and other taxes or levied which are imposed or charged by any competent authority.
25. You must pay a deposit if requested ("Deposit") in the quotation or order form before the Services will commence. If you do not pay the Deposit to us then we can either withhold provision of the Services until the Deposit is received or can terminate under the clause below ("Termination"). The Deposit is non-refundable once the Services have commenced.
26. Where we carry out 'additional services' you must pay us for these additional services provided by us that are not specified in the quotation/order form in accordance with our then current, applicable daily rate or such other rate as may be agreed between us.

Retention of Title

27. We reserve title in any goods or equipment supplied to you in carrying out the Services until you have settled all outstanding invoices from us.
28. Until payment is made we retain the right to enter onto your premises to repossess the goods/equipment.
29. You are under an obligation to store the goods/equipment separately from goods belonging to a third party or is not possible then to mark the goods as our property and allow us access to your premises to verify that your obligations are being complied with.
30. If you consider the goods are faulty then you must notify us immediately so that we can carry out the necessary inspection. Following such investigation, we shall replace the defective product or refund the cost of the defective item in full, subject to being within the Warranty Period and early notification provided that:-
 - (a) the defect has not arisen because of something you have done
 - (b) you have not altered with the product in any way
31. If you are a consumer and unsure of your rights then please contact Citizens Advice Bureau on 03454 040506 www.adviceguide.org.uk

Cancellation and amendment

32. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.

33. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

34. We will invoice you for payment of the Fees on completion of the Services. You must pay the Fees due within the timeframe set out in your invoice.
35. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out in this clause then interest will accrue at the rate of 4% per annum above the base rate of the Bank of England from time to time for each overdue day until payment is received in full.
36. All payments due under these terms and conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other to justify withholding payment of any such amount in whole or in part.
37. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
38. Receipts for payment will be issued by us only at your request. All payments must be made in British pounds sterling unless otherwise set out on our invoice.

Manufactures parts

39. The quotation/order form is based on the market prices and rates for materials, labour and transport ruling at the date produced. We reserve the right to amend the quotation to meet any variations in these prices and rates due to manufacturer's price increases or legislation.
40. We are not responsible for any delay imposed on us by the manufactures or other suppliers in obtaining parts. We will contact you and keep you informed of any such delays.

Personal Data

41. We will collect and use information about you as is necessary for the performance of the contract and fulfilling any legitimate aims.
42. If you agree during the order process then we may from time to time send you information regarding other products. Should you no longer wish to receive such communications then please inform us.
43. We will only share your information with another third party where (a) the law either requires or allows us to do so or (b) to subcontract or for the performance of this contract.

Sub-Contracting and assignment

44. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these terms and conditions and can subcontract or delegate in any manner any or all our obligations to any third party.
45. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

Termination

46. Either party may terminate the provision of the Services immediately if: (a) the other party is in material breach of its obligations under the Contract and has failed to remedy such breach within a 2 week period; or (b) fails to pay any amount due under the Contract on the due date for payment; or (c) are or about to become the subject of a bankruptcy/insolvency order (d) in the case of a Maintenance Services Agreement by serving notice 3 months prior to the end of the 12 month period

Liability for risk and insurance

47. We shall not be liable to you for any loss or damage to goods howsoever occurring after delivery to you. All goods on site fixed or unfixed and all Services performed are at your sole risk and in the event of any of the same being damaged, destroyed or stolen we shall be entitled to full payment in respect of the cost of

replacing any such goods and for reinstating and reperforming any such services which shall be charged as an extra.

48. We shall exercise reasonable care and skill in the performance of the Services (and shall comply with any site safety rules and procedures that you notify to us in writing in advance). You shall be responsible for insuring the property against physical damage suffered by reason of any act omission neglect or default (including negligence) in the performance of the contract by us, our servants or agents.
49. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these terms and conditions or the quotation for: (a) any indirect, special or consequential loss, damage, costs, or expenses or; (b) any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or (d) any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or (e) any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services.
50. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
51. Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.
- Guarantee and Exclusion Clauses**
52. Where we are not the manufacture of the goods we will endeavour to transfer to you the benefit of any warranty or guarantee given to us.
53. In respect of services we provide we will free of charge within a period of 2 months from the completion of works, remedy any defective workmanship issues however this obligation will not apply where:

- a. The goods have been altered in any way whatsoever or have been subjected to misuse or unauthorised repair; or
- b. The goods have been improperly installed or connected (unless by us); or
- c. You have failed to observe any maintenance requirements relating to the goods;
- d. You have failed to accept further works identified by us following the initial visit; or
- e. You have failed to notify us of any defect or suspected defect within 14 days of the same coming to your knowledge; or
- f. We shall not be liable to you for any damage to your property which you are responsible for insuring under clause 47; or
- g. We shall not be liable to you in contract, tort (including without limitation negligence) and/or breach of statutory for any loss or damage you may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the contract by us, our servants or agents for a sum which is greater than the contract price.

Circumstances beyond a party's control

54. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

55. All notices under these terms and conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party)
56. Notices shall be deemed to have been duly given: (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; (b) when sent by email when a return receipt is generated; (c) on the fifth business day following mailing, if mailed by national ordinary mail.

No waiver

57. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

58. If one or more of these terms and conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions will be deemed severed from the remainder of these terms and conditions (which will remain valid and enforceable).

Law and jurisdiction

59. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.