

1. Definitions

1.1. The 'Company' means Clearway Limited. The 'Client' means the person, association or company to be supplied with goods or services by the Company. 'Products' means any goods or services provided by the Company or its subcontractors to the Client and includes 'Equipment' which means security doors, screens and alarms and other materials, 'Hired Equipment' which means Equipment supplied on hire, 'Sale Equipment' which means Equipment to be sold, 'Services' means any services provided by the Company on a recurring or single-event basis, 'Hire' means the provision by the Company to the Client of Hired Equipment or Services. 'Site' means the location at which the Equipment is installed or the Services are provided by the Company.

2. Orders for Hired Equipment or recurring Services

2.1. The Hire of Hired Equipment starts at the commencement of installation of the Equipment by the Company following receipt by the Company of a written or verbal order from the Client. All replacements and additions to the Hired Equipment shall also be subject to the terms and conditions set forth herein. The charges for recurring Services commence on the first provision of the Services.

2.2. To terminate the Hire of the Hired Equipment or the provision of the Service, the Client must request the Company to remove the Hired Equipment from Client's site or terminate the Service by a verbal or written request. The Company will, at the Client's request, provide the Client with a Termination Reference Number to verify receipt of the removal instruction.

2.3. The Company accepts no responsibility for inaccuracies arising from information given to them by the Client or its employees

3. Term

3.1. The Hire or charge for recurring Services shall remain in effect until the later of (a) the date specified on the written order or (b) the date the Hired Equipment is returned to or collected by the Company or the Service is ceased or (c) if the Client fails to pay any amounts due for the Hired Equipment the date the Hired Equipment is removed by the Company or the Service is ceased. The expiration or termination of the Hire or Services shall not affect Client's obligations hereunder.

4. Charges

4.1. The Client shall pay the rental and other charges for the Equipment and Services in the amounts and on the dates set forth in the agreement. Where charges are on a per opening basis, an opening will be deemed to be less than 3sq.m. Larger openings will be charged on a pro rata basis. This will also apply where openings change direction.

4.2. The company reserves the right to charge for waiting time caused or requested by the client

4.3. Where more than one dwelling is situated in a building, charges are levied on the individual dwellings therein.

4.4. Where the equipment is removed from site by the Company for whatever reason, the balance of the monies due for the minimum period becomes due and the hire is deemed to be terminated from the date of removal.

5. Payment Terms

5.1. Time for payment shall be the essence of this agreement. All prices quoted are net and are subject to VAT at the appropriate rate. Unless otherwise agreed in writing with the Company, all invoices are due for payment within the period specified and in any event not more than 30 days from invoice date. Time shall be of the essence in respect of the payment of all sums due hereunder and the customer shall be deemed, at the discretion of the Company, to have terminated this Agreement if any rental or other payments remain outstanding for a period of 14 days after the due date.

5.2. In the event that any payment becomes overdue and all other invoices submitted by the Company to the Client shall immediately become due and payable. Without prejudice to any other rights of the Company if the Client fails to pay the invoice price in full by the due date it shall pay interest to the Company on any overdue amount from the date on which payment was due to that on which it is made (whether before or after judgement) to accrue on a daily basis at a rate of 4% per annum over the Bank of England Base Rate, subject to a minimum of 14% per annum and shall reimburse the Company all costs and expenses (including but not limited to legal costs) incurred in the collection of any overdue amount. If a cheque is returned to the Company by the Client's bank for non-sufficient funds a charge of £25 will be made.

6. Insurance and Risk of Hired Equipment

6.1. The Client is responsible for the safe custody of all Hired Equipment and shall insure it and keep the same insured against all risks. The Client must inform the Company of any shortages in quantity delivered and/or installed within 96 hours of the goods being delivered.

6.2. Hire charges for any lost or stolen Hired Equipment shall be due and payable up to and including the day which such loss or theft is reported to or discovered by the Company. The Company reserves the right to inspect the Equipment periodically during the course of the Hire and make a charge for any damaged or lost Equipment.

7. Default and Remedies.

7.1. All Hired Equipment remains the property of the Company. The following shall constitute an Event of Default under this Hire: (a) any hire and/or installation charges and/or damaged or lost equipment charges payable under these terms are in arrears for more than 14days; (b) Client fails to perform an affirmative, non-monetary covenant contained in this Hire; (c) Client becomes insolvent, unable to pay its debts as they become due or any case or proceeding under any bankruptcy or insolvency law is commenced with respect to the Client; (d) the Equipment or any amounts due hereunder become the subject of a lien or other such encumbrance; or (e) the Client violates any other terms or conditions contained herein or on any order.

7.2. If any such Event of Default occurs, the Company may terminate the Hire after giving the Client 7 days notice verbally or in writing (no notice period will be given as per Clause 3 for non account holders where payment has not been made) and thereupon, the Company shall have the right using all reasonable means to enter any premises on which the Equipment may be located and retake possession thereof without any liability to the Company for such forcible entry or for damage to property resulting at the time or thereafter from the removal of Hired Equipment. Any failure of the Company to enforce its rights under these terms shall not be considered a waiver of those rights by the Company.

8. Site or Location.

8.1. The Client, its employees, contractors or agents shall not under any circumstances move, take down, relocate, dismantle or re-fit any or all of the Hired Equipment at any time. All such actions must be performed by the Company upon request by Client and is subject to the Company's charges. On acceptance of the goods, the customer will be deemed to accept that it will not sell, transfer, assign or let any premises where the Equipment is installed without first obtaining written confirmation to the company from the person to whom the premises are being sold, assigned or transferred/let that it agrees to be bound by these terms and conditions as if it were the Customer. The first Customer shall remain fully liable for any and all breaches of this Agreement.

9. Forced Entry.

9.1. The Company or others retained by the Company may be required to force entry to the Client's property. The Company shall not be liable for consequences of such forced entry including without limitation any damage to property or glass breakage resulting from such forced entry.

10. Sublet

10.1. The Client shall not sublet the Hired Equipment or transfer this Hire or the equipment to a third party without the written permission of the Company.

11. Warranties.

11.1. The Company will take reasonable steps to ensure that the Hired Equipment is in working condition as of the date of its delivery to the Client. The company makes no warranties, either expressed or implied, as to the merchantability or fitness for particular purpose of the Products other than those contained herein. The Client agrees that that the Company is not liable for any failure of the Equipment or Services resulting in loss damage or injury directly or indirectly from defective material faulty workmanship or otherwise howsoever arising. In the event that notwithstanding the provisions above, the Company is found liable for loss or damage, that liability shall in no event exceed £300.00.

11.2. Where the Company or its contractors are to provide a response service to alarm activations, it may provide an indicative average response time. This is for illustration purposes only and the Company does not warrant or provide any guarantees whatsoever that the quoted average response time will be achieved. Whilst the Company will endeavour to achieve the average response time no liability whatsoever, however arising, can be accepted for losses incurred through failure to meet the target average response time.

11.3. The Client warrants that it is the owner, or the authorised agent of the owner, of any Site at which it instructs the Company to provide the Products. The Client further warrants that the Site will not be occupied at the time at which the Company has been instructed to provide the Products or that if the property is occupied at that time that the occupier(s) have no objection to the provision by the Company of the Products at the Site.

12. Force Majeure.

12.1. The Company will use all reasonable endeavours to discharge its obligations under this Agreement in a prompt and efficient manner but does not accept responsibility for any failure or delay caused by circumstances beyond its control. Deliveries or collections of the Hired Equipment may be postponed until they again become possible. Such postponement shall not give rise to any claims against the Company for breach of contract or otherwise, nor shall it entitle the Client to cancel the Hire.

13. Environmental Services.

13.1. Our standard day charge includes for the collection and removal of 1½ tons of waste.

13.2. When carrying out CCD (Clear and clean under direction) there is a requirement for the client representative to be present at all times. Clearway takes no responsibility for items cleared or left on site where the customer is absent.

13.3. Where additional works are required to carry out the client's instructions, Clearway reserves the right to charge for these additional works

13.4. Clearway takes no responsibility for waste once removed from site on client's instructions.

13.5. The client shall provide access for Clearway's agents or workers to carry out works at reasonable times

13.6. The client shall provide adequate lighting, heating and hot water to enable Clearway to carry out its work

14. Notices.

14.1. Written notice shall be deemed received when deposited in the Royal Mail or other authorised mail carrier, addressed to the Client at the address indicated on the Company's order form or given verbally to the company. Verbal notice shall be deemed to include notification in person, by fax, by telephone or by the leaving of a voice mail or answering machine message.

15. Governing Law.

15.1. The terms herein shall be governed by and construed in accordance with English law. The headings of conditions are for convenience of reference only and shall not affect their interpretation. If at any time any term of provision of these conditions shall be held illegal, invalid or unenforceable, in whole or in part under any rule of law or enactment such term or provision or part shall to that extent be deemed not to form part of the agreement, but that the remainder of the agreement shall be affected.

16. Applicability.

16.1. Unless otherwise agreed by the Company in writing, the above Terms and Conditions shall apply to all orders - actual and future - placed with the Company. Any stipulations or conditions in a Client's order form which would qualify or negate the same shall be deemed to be inapplicable to any order placed with Company unless expressly agreed to in writing by the Company. The execution of a Client's order form by the Company shall not be deemed acceptance of such terms. All Hired Equipment and Services are subject to the above terms and conditions and acceptance of Hired Equipment or Services means automatic acceptance of the Terms and Conditions contained herein and in the Company's quotation if any to the Client.

16.2. The client shall not be entitled to make a claim against the company unless such a claim is made in writing within 28 days of the event giving rise to such claim and containing sufficient information to enable Clearway to carry out an investigation. In any event, the size of the claim shall not be greater than the monies paid to Clearway for the services provided. Clearway shall in no circumstances be liable for any consequential loss howsoever caused including but not limited to loss of profit or business interruption.