



## REDCOP CCTV EQUIPMENT HIRE

### Terms and Conditions

#### 1. DEFINITIONS

1.1 The following definitions and rules of interpretation apply in these terms and conditions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date:** the date that the Company installs the Equipment.

**Company:** RedCop CCTV Ltd incorporated and registered in England and Wales with company number 9095807 whose registered office is at 5 Taplins Court, Taplins Farm Lane, Hartley Wintney, Hampshire, RG27 8XU.

**Conditions:** these terms and conditions and any Special Conditions.

**Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Critical Failure:** a failure of any part of the Equipment which prevents the monitoring of the whole Site.

**Delivery:** the transfer of physical possession of the Equipment to the Customer at the Site.

**Equipment:** the items of equipment listed in [the Company's Quotation], all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

**Minimum Hire Period:** the longer of any hire period specified in the Quotation or 13 weeks.

**Monitoring Service:** the monitoring of the Site through remote access of the Equipment.

**Non-critical Failure:** any failure other than a Critical Failure.

**Order:** the Customer's order for the Goods, as set out in the Customer's written acceptance of the Supplier's quotation.

**Payment Schedule:** the schedule of payments in the Quotation which sets out the sums payable under these Conditions.

**Quotation:** the Company's quotation to the Customer for the hire of equipment.

**Site:** the Customer's premises as set out in the Quotation.

**Rental Payments:** the payments made by or on behalf of Customer for hire of the Equipment.

**Rental Period:** the period of hire as set out in clause 4.



**Special Conditions:** any special conditions of the Contract included in the Quotation.

**Total Loss:** the Equipment is, in the Company's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.3 A reference to **writing** or **written** includes fax and e-mail.
- 1.4 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. BASIS OF CONTRACT**

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to hire the Equipment in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Quotation are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.
- 2.5 A quotation given by the Company shall not constitute an offer. A quotation shall only be valid for a period of [20] Business Days from its date of issue.

## **3. EQUIPMENT HIRE**

- 3.1 The Company shall hire the Equipment to the Customer for use at the Site subject to these Conditions.
- 3.2 The Company shall not, other than in the exercise of its rights under these Conditions or applicable law, interfere with the Customer's quiet possession of the Equipment.

## **4. RENTAL PERIOD**

The Rental Period starts on the Commencement Date. It shall remain in force for the Minimum Hire Period and shall continue thereafter until the Contract is terminated in accordance with these terms and conditions.



## 5. RENTAL PAYMENTS AND OTHER CHARGES

- 5.1 The Customer shall pay the Rental Payments to the Company in accordance with the Payment Schedule.
- 5.2 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.
- 5.3 The Company shall be entitled to charge the Customer for any additional costs incurred as a result of the following:
- (a) unauthorised moving of the Equipment by the Customer;
  - (b) installation or moving of the Equipment not being possible within normal business hours;
  - (c) any investigation by the Company of any matter relating to the Equipment in connection with health and safety, theft or malicious damage or interference;
  - (d) requests by the Customer for footage recorded by the Equipment (whether or not this requires a Site visit by an engineer);
  - (e) delays in delivery or installation caused by or at the request of the Customer;
  - (f) movement of Equipment, as set out in clause 10;
  - (g) requests by the Customer for any matter which requires a Site visit by a representative of the Company

and all such matter shall be charged at the Company's then current rates and the Company shall be entitled to change such rates at any time but such changes shall not come into effect until the Company has notified the Customer. At the date of these Conditions such rates are as follows:

- (a) investigations by the Company of any matter relating to the Equipment in connection with health and safety, theft or malicious damage or interference shall be subject to a one-off charge of £85;
  - (b) all other matters shall be charged at £80 per hour for the first hour (or part thereof) and £65 per hour (or part thereof) thereafter.
- 5.4 All amounts due to the Company under these Conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) and time of payment shall be of the essence.
- 5.5 If the Customer fails to make any payment due to the Company under these Conditions by the due date for payment, then, without limiting the Company's remedies under clause 14, the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Royal Bank of Scotland's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual



payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

## **6. DELIVERY AND INSTALLATION**

6.1 Delivery of the Equipment shall be made by the Company on the date and time agreed between the parties. Time of Delivery and installation shall not be of the essence.

6.2 The Company shall install the Equipment at the Site. The Customer shall procure that a duly authorised representative of the Customer shall be present at the installation of the Equipment. Acceptance by such representative of installation shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended.

6.3 To facilitate Delivery and installation, the Customer shall provide all requisite facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously.

## **7. TITLE, RISK**

7.1 The Equipment shall at all times remain the property of the Company, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of these Conditions).

7.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Equipment is redelivered to the Company. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

- (a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Company may from time to time nominate in writing;
- (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Company may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
- (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Company may from time to time consider reasonably necessary and advise to the Customer.

7.3 The Customer shall give immediate written notice to the Company in the event of any loss, accident



or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

## **8. CUSTOMER'S RESPONSIBILITIES**

8.1 The Customer shall during the term of these Conditions:

- (a) ensure that the Equipment is used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions provided by the Company;
- (b) take such steps (including compliance with all safety and usage instructions provided by the Company) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health;
- (c) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment;
- (d) keep the Company fully informed of all material matters relating to the Equipment;
- (e) keep the Equipment at all times at the Site and not move or attempt to move any part of the Equipment within the Site or to any other location;
- (f) permit the Company or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- (g) not part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (h) not without the prior written consent of the Company, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Company against all losses, costs or expenses incurred as a result of such affixation or removal;
- (i) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Company in the Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that the Company may enter such land or building and recover the Equipment both during the term of these Conditions and for a reasonable period thereafter, including by procuring from any



person having an interest in such land or building, a waiver in writing and in favour of the Company of any rights such person may have or acquire in the Equipment and a right for the Company to enter onto such land or building to remove the Equipment;

- (j) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify the Company and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Company on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (k) ensure that at all times the Equipment remains identifiable as being the Company's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (l) deliver up the Equipment at the end of the Rental Period or on earlier termination of these Conditions at the Site and allow the Company or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
- (m) not do or permit to be done anything which could invalidate the insurances referred to in clause 7
- (n) notify the Company immediately of:
  - (i) any change in the use of the Site or any part thereof;
  - (ii) any material change in risk levels or value of assets at the Site;
  - (iii) any changes to construction works and/or site layouts at the Site;
- (o) carry out all necessary maintenance and remedial works at the Site in order to minimise the risk of false alarms, such as fixing flapping material, trimming vegetation, clearing litter, moving lighting and carrying out such other maintenance tasks as may be reasonably required by the Company from time to time;
- (p) take such steps as may be necessary to ensure, so far as is reasonably practicable, that the Site is secure at all times and that the Equipment is free from risk of theft, interference or damage;
- (q) appoint a keyholder for the Site who will at all times be able to respond within 20 minutes to any call from the Company or a third party relating to any matter connected to the Equipment or the security of the Site, and to notify the Company of the identity and contact details of such keyholder and change in such information.

8.2 The Customer acknowledges that the Company shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the



Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify the Company on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of these Conditions.

## **9. REMOTE VIEWING**

- 9.1 The Company shall use reasonable endeavours to provide the Customer with access details for remote viewing of the live footage captured by the Equipment. Continuous access to remote viewing cannot be guaranteed and the Company shall not be liable to the Customer should remote viewing be unavailable at any time.
- 9.2 The Customer's use of the remote viewing facility shall at all times be subject to fair usage. For the purposes of these Conditions, fair usage for remote viewing shall comprise a maximum of 15 minutes remote viewing by the Customer in any 24 hour period.
- 9.3 The Customer shall be deemed to be using the remote viewing facility at any time that the viewing facility remains connected on the Customer's computer. The Customer must be aware that this will be the case whenever the Customer has the viewing facility open, even if the viewing screen is minimised on the Customer's computer.

## **10. MOVEMENT OF THE EQUIPMENT**

- 10.1 Movement and re-deployment within a site will be subject to quotation from the Company.
- 10.2 Should the Customer require the Equipment to be moved within the Site then the customer shall give the Company not less than five Business Days' notice.

## **11. WARRANTY AND MAINTENANCE OF THE EQUIPMENT**

- 11.1 The Company warrants that the Equipment shall at the time of installation substantially conform to its specification, as set out in the Quotation. All other warranties, conditions or terms relating to purpose, merchantability or condition of the Equipment and whether implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 11.2 The Company may isolate and suspend any detector(s) which is/are causing multiple false alarms, without liability to the Customer. The Company will replace or repair any such detector(s) within a reasonable period.
- 11.3 In the event of a system fault or Customer callout the Company shall respond as follows:
- (a) Critical Failure – the Company will attend on site or remotely access the Equipment within three working days.
  - (b) Non-critical Failure – the Company will attend on site or remotely access the Equipment within five working days



and in either case the Company shall use reasonable endeavours to rectify the fault as quickly as reasonably practicable.

## **12. MONITORING**

12.1 The Company shall not provide any Monitoring Service. The Monitoring Service shall be carried out by a third party approved by the Company. The Monitoring Service shall be subject to the arrangements made between the Customer and the Monitoring Service provider.

## **13. LIABILITY**

13.1 Without prejudice to clause 13.2, the Company's maximum aggregate liability for all breaches of the Contract or these Conditions (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the higher of:

- (a) any amount which the Company shall recover from its insurers in connection with any liability to the Customer; and
- (b) £5,000.

13.2 Nothing in these Conditions shall exclude or in any way limit:

- (a) either party's liability for death or personal injury caused by its own negligence;
- (b) either party's liability for fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded by law.

13.3 These Conditions set forth the full extent of the Company's obligations and liabilities in respect of the Equipment and its hiring to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Company except as specifically stated in these Conditions. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within these Conditions, whether by statute, common law or otherwise, is expressly excluded.

13.4 Without prejudice to clause 13.2, the Company shall not be liable to the Customer under these Conditions for any:

- (a) loss of profit;
- (b) loss of revenue
- (c) loss of business; or
- (d) indirect or consequential loss or damage,





in each case, however caused, even if foreseeable.

#### **14. TERMINATION**

- 14.1 Either party may terminate the Contract after the end of the Minimum Hire Period on giving the other not less than 20 Business Days notice in writing.
- 14.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect at any time by giving notice to the Customer if:
- (a) the Customer fails to pay any amount due under these Conditions on the due date for payment and remains in default not less than 5 Business Days after being notified to make such payment;
  - (b) the Customer commits a material breach of any other term of these Conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified to do so;
  - (c) the Customer repeatedly breaches any of the terms of these Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Conditions;
  - (d) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - (e) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
  - (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer (being a company);



- (h) the holder of a qualifying floating charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- (j) the Customer (being an individual) is the subject of a bankruptcy petition or order;
- (k) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(d) to clause 14.2(k) (inclusive);
- (m) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (n) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or

14.3 For the purposes of clause 14.2(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Company would otherwise derive from:

- (a) a substantial portion of these Conditions; or
- (b) any of the obligations set out in clause clause 8,

over the term of these Conditions. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

14.4 These Conditions shall automatically terminate if a Total Loss occurs in relation to the Equipment.

## 15. CONSEQUENCES OF TERMINATION

15.1 Upon termination of these Conditions, however caused:

- (a) the Company's consent to the Customer's possession of the Equipment shall terminate and the Company may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and
- (b) without prejudice to any other rights or remedies of the Customer, the Customer shall pay to



the Company on demand:

- (i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 5.3(b);
- (ii) any costs and expenses incurred by the Company in recovering the Equipment and/or in collecting any sums due under these Conditions (including any storage, insurance, repair, transport, legal and remarketing costs).

15.2 Upon termination of these Conditions pursuant to clause 14.2, any other repudiation of these Conditions by the Customer which is accepted by the Company or pursuant to clause 14.4, without prejudice to any other rights or remedies of the Company, the Customer shall pay to the Company on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Minimum Hire Period.

15.3 The sums payable pursuant to clause 15.2 shall be agreed compensation for the Company's loss and shall be payable in addition to the sums payable pursuant to clause 15.1(b).

15.4 Termination or expiry of these Conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## **16. FORCE MAJEURE**

Neither party shall be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for [four] weeks, the party not affected may terminate these Conditions by giving [20] days' written notice to the affected party.

## **17. CONFIDENTIAL INFORMATION**

17.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other, except as permitted by clause 17.2.

17.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these Conditions. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 17; and



(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under these Conditions.

**18. ASSIGNMENT AND OTHER DEALINGS**

The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these Conditions.

**19. ENTIRE AGREEMENT**

19.1 These Conditions constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into these Conditions it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

19.4 Nothing in this clause shall limit or exclude any liability for fraud.

**20. VARIATION**

No variation of these Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**21. NO PARTNERSHIP OR AGENCY**

21.1 Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**22. THIRD PARTY RIGHTS**

No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

**23. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or



remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### **24. RIGHTS AND REMEDIES**

Except as expressly provided in these Conditions, the rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

#### **25. SEVERANCE**

25.1 If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions.

25.2 If [one party gives notice to the other of the possibility that] any provision or part-provision of these Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### **26. GOVERNING LAW**

These Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **27. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions or its subject matter or formation (including non-contractual disputes or claims).